

GENERAL CUSTOMER SERVICES TARIFF

FURNISHED BY
WEST CAROLINA COMMUNICATIONS, LLC
P.O. BOX 610
ABBEVILLE, SOUTH CAROLINA 29620

GENERAL CUSTOMER SERVICES TARIFF
FOR THE
STATE OF SOUTH CAROLINA

This Tariff contains regulations and rates applicable for the furnishing of Basic Local Exchange Service and for other general customer services and facilities associated with the above services offered by West Carolina Communications, LLC, hereinafter referred to as the Company, within this State. This Tariff is on file with the Public Service Commission of South Carolina.

Intrastate communication services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio, or a combination thereof.

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) Signifies a changed regulation or tariff.
- (D) Signifies a discontinued rate, treatment, regulation or text.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, and/or new regulation, and/or new text.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (S) Signifies matter already appearing in another part of the tariff and repeated for clarification.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

TARIFF FORMAT

A. Page Numbering

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals, the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence

There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level:

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SECTION 1. DEFINITION OF TERMS

ACCESS LINE

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premises a station of the private line service is located or (2) who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

BANDWIDTH

The relative range of signal frequencies that can be transmitted by a communications channel with defined maximum loss or distortion.

BASE RATE

The rate for exchange service which does not include zone charges.

BASE RATE AREA

The specific section of an exchange area within which primary classes of service are available without zone charges.

BASIC SERVICE

The minimum set of capabilities deemed necessary for using the public telecommunications networks.

BASIC SERVICE AREA

An area within which telephone service is furnished to subscribers under a specific schedule of exchange rates and without long distance charges. A basic service area may include one or more exchange service areas. The basic service area is always included in the local service area for a given exchange.

BILL TO THIRD PARTY

The term "Bill to Third Party" denotes a billing arrangement by which a call can be charged to an authorized station as determined by the Company other than the station originating the call or the station where the call is terminated.

SECTION 1. DEFINITION OF TERMS

BILLED NUMBER SCREENING

An arrangement which, at the time of call origination, screens billed to third party and/or collect calls to prevent these calls from being charged to certain telephone numbers.

BLOCKING

A feature or capability of communications systems or networks that permits deliberate denial of access under certain specified conditions.

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

BUSINESS SERVICE

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGE

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only.

CENTRAL OFFICE AREA

The area within which the customers' lines are connected to the central office switching unit, or units, established by the Company.

CENTRAL OFFICE BUILDING

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may service more than one exchange.

SECTION 1. DEFINITION OF TERMS

CENTRAL OFFICE LINE

A circuit directly connecting an individual line main station with a central office.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CIRCUIT

A channel used in the furnishing of telephone and other communication services.

CLASS OF SERVICE

A description of telecommunications service furnished to a customer which denotes characteristics such as nature of use (business or residence) or type of rate (flat or message rate).

CLEAR CHANNEL CAPABILITY

“Clear Channel Capability” denotes the ability to transport twenty-four, 64 Kbps channels over a 1.544 Mbps High Capacity Service via B8ZS line code format, making the full bandwidth available to the user, e.g., with no portions of the channel(s) used for control, framing, or signaling.

COIN TELEPHONE

A telephone station, owned and operated by Independent Payphone Providers and equipped with a coin collecting device and placed for use by the general public.

COLLECT CALL

The term “Collect Call” denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station. A collect call may be billed to a Calling Card or third party number. In the case of a pay telephone, the charges must be billed to a Calling Card or third party number, or the call may be reoriginated from the called station.

COMMISSION

The Public Service Commission of South Carolina.

COMMON CARRIER

A government regulated company which offers telecommunications services or communications facilities to the general public on a non-discriminatory basis under operating rules mandated by the appropriate state and/or federal regulatory authority.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of 2-way communication between terminal equipment.

SECTION 1. DEFINITION OF TERMS

COMPLETED CALL

A completed call is a calling attempt by the subscriber that results in an off-hook condition at the receiving end. Such conditions shall include the following actions:

- (1) the called party responds by personally answering the call;
- (2) a customer controlled automatic answering device responds by answering the call;
- (3) a Company recording, under the control of the called party, responds to the calling attempt, except for attempts defined as incomplete calls (e.g., Call Block and other similar services would be completed calls);
- (4) the calling attempt, when under the control of the called party (e.g., Call Forwarding Busy Line, Call Forwarding Don't Answer, etc.) is forwarded to another telephone number that results in one of the conditions described in (1), (2), or (3) preceding.

COMPLEX SERVICE

A circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities.

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONSTRUCTION CHARGE

A separate charge for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

COMPANY

Whenever used in this Tariff, "Company" refers to West Carolina Communications, LLC, unless the context clearly indicates otherwise.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for enhanced call features like Call Waiting and Call Forwarding and is furnished in connection with individual line service.

SECTION 1. DEFINITION OF TERMS

CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signaling System Seven (SS7) technology. CLASS is furnished in connection with individual line service.

CUSTOMER

Any person, firm, partnership, corporation, municipality, company organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER ACCESS LINE CHARGE (CALC)

A fixed monthly fee, determined by the FCC, and assessed by the telephone company on each line to defray fixed costs of providing local exchange access.

CUSTOMER PREMISES INSIDE WIRE

All wire within a customer's premises, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, customer premises inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

DEMARCATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a customer's premises. The demarcation point is located on the customer's side of the Company's protector or equivalent.

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communications path.

DIRECT INWARD DIALING (DID)

A feature of some telecommunications systems which allows a caller on the public switched network to directly dial a specific extension telephone working behind the customer's premise equipment.

DIRECTORY

A book which is published by the Company and typically lists each telephone customer alphabetically, with his/her service location and telephone number.

SECTION 1. DEFINITION OF TERMS

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company's directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication in the Company's directory and/or directory assistance records of information relative to a customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with the standard network interface at a customer's premises.

DUAL SERVICE

A service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center during the time of a customer move.

E911 SERVICE

See "Emergency Number Service."

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENHANCED SERVICE

Any service that adds value to the users' voice and data messages during the course of transmission.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

SECTION 1. DEFINITION OF TERMS

EXCHANGE ACCESS LINE

The serving central office line equipment and all Company plant facilities including the Company-provided standard network interface device.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

EXTENDED AREA SERVICE (EAS)

A type of telephone service furnished under Tariff provisions whereby customers of a given exchange may complete calls to and, where provided by the Tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

EXTENSION LINE MILEAGE

The measurement applying on an extension line, for the use of which a circuit charge is made in accordance with Tariff provisions.

EXTENSION SERVICE

Provides the user with the capability for receiving or originating calls at instruments provided at locations other than the main station location with such instruments being connected to the same exchange access line.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress.

FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.

FOREIGN CENTRAL OFFICE MILEAGE

The measurement applying to a line within the exchange connecting a customer's main station, or PBX system with a central office other than that from which he would normally be served, for the use of which a separate charge is made in addition to the base rate, plus zone charges if applicable.

FOREIGN EXCHANGE MILEAGE

The measurement applying to a line connecting a customer's main station, or PBX system with a central office of an exchange other than that from which the customer would normally be served, for the use of which a separate charge is made in addition to the base rate, plus zone charges if applicable.

SECTION 1. DEFINITION OF TERMS

FOREIGN EXCHANGE SERVICE

Exchange service furnished by means of a circuit connecting a customer's premises with a central office of an exchange other than that central office which regularly serves the customer's exchange area.

HUNTING SERVICE

A central office service arrangement whereby a call made to a busy business line in a specified line group will automatically advance searching for an idle line or trunk.

INITIAL SERVICE PERIOD

The minimum period of time for which service, facilities, and equipment are provided.

INSTALLATION CHARGE

A nonrecurring charge associated with the provision of certain facilities and optional service features which may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

INTERCEPTING SERVICE

A service arrangement whereby a person calling a disconnected or discontinued telephone number is informed that the called telephone number has been disconnected, discontinued, or changed to another number, or that calls are received by another telephone.

INTERCONNECTION

The connection of telephone equipment to the telephone network, or a data terminal to a data communications network.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more exchanges not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premises of the customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by others.

SECTION 1. DEFINITION OF TERMS

INTERLATA

Long distance message telecommunications service where point locations are in a different Local Access and Transport Area (LATA).

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

INTRALATA

Long distance message telecommunications service where service point locations are within the same Local Access and Transport Area (LATA).

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating signaling, holding or other features, are or may be incorporated.

LATA

See "Local Access and Transport Area."

LINE

See "Access Line."

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating company exchanges which are grouped to serve common social, economic, and miscellaneous purposes.

SECTION 1. DEFINITION OF TERMS

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within the same wire center serving area.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different exchanges between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of customer-provided equipment or inside wiring.

MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or long distance.

MESSAGE RATE SERVICE

A classification of non-coin box exchange service furnished under Tariff provisions, which is charged for on the basis of amount of use.

MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MILEAGE AND ZONE CHARGES

A charge applying for the use of part or all of a channel furnished by the Company.

MINIMUM CONTRACT PERIOD/MINIMUM SERVICE PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

SECTION 1. DEFINITION OF TERMS

MISCELLANEOUS EQUIPMENT

Equipment not regularly furnished with the various classes of exchange service.

MOBILE TELEPHONE SERVICE

A communication service through a land radiotelephone base station.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling, (calling and called number identification), audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

NETWORK INTERFACE

See "Interface."

NONLISTED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the published directory, but is included in the information records and is provided by the directory assistance operations upon request.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the published directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

OTHER COMMON CARRIER (OCC)

This term denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

OTHER COMMON CARRIER TERMINAL LOCATION

A discrete operational and equipment location of the Other Common Carrier ("OCC") from which the OCC furnishes and administers common carrier communications services to its patrons.

SECTION 1. DEFINITION OF TERMS

OUTLET

See "Jack."

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PREMISES

The same premises consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISES WIRING

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, customer premises inside wire excludes riser, buried and aerial cable.

PRINCIPAL CENTRAL OFFICE

Refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileages.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office.

The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a customer for communication between specified locations.

SECTION 1. DEFINITION OF TERMS

PRIVATE RIGHT OF WAY

A facility route granted to the Company on or over private property.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commissions Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

ROUTE MEASUREMENT

The physical length of a circuit between two points.

SERVICE CHARGE

A nonrecurring charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SIGNALING SYSTEM SEVEN (SS7)

A specific network control system comprised of signaling protocols which can accommodate advanced telecommunications services.

1. DEFINITION OF TERMS

STATION EQUIPMENT

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SUSPENSION OF SERVICE

An arrangement made at the request of the customer, or initiated by the Company, for temporarily discontinuing service.

TARIFF

The schedule of all rules and regulations, rates, and charges, stated separately by type or kind of service and the customer class filed by the Company and approved by the Commission.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE NUMBER

A numerical designation assigned to a customer for convenience in operation and identification.

TELEPHONE OR TELECOMMUNICATIONS NETWORK

The local telephone exchange and the interstate and intrastate long distance message telecommunications facilities, or network.

TEMPORARY SERVICE

The provision of service understood to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a customer's obligations for termination of service prior to the expiration of the initial contract period.

SECTION 1. DEFINITION OF TERMS

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

TOLL SERVICE

See "Long Distance Message Telecommunications Service."

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, a Key System, or other switching system for the common use of all calls or one class between its two terminals.

VOICE GRADE CHANNEL

A channel suitable for transmitting a voice signal.

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls.

WIRE CENTER

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of switched and non-switched telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXXs for use in providing switched services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-switched equipment working with a distant host switch as well as equipment used to terminate dedicated non-switched services.

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SECTION 2. GENERAL REGULATIONS

2.1 Application

2.1.1 General

- A. The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the exchanges listed in Section 3 of this Tariff.
- B. The rules and regulations in this section govern the furnishing of local exchange service to customers. These rules and regulations are in addition to the rules and regulations contained in other Tariffs filed by this Company.

In the event of any conflict between any rate, regulation, or provision contained in these General Regulations and any rate, regulation or provision contained in the Tariffs described above, the rate, regulation, or provision of the specific Tariff shall apply.

- C. Complete Tariffs containing all rates for local exchange service will be kept at all times in the Company's local business offices where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- D. The rules and regulations specified herein may be modified by the State of South Carolina or the Commission. The Company will comply with any changes which take precedence over this General Customer Services Tariff, unless otherwise established by the courts.
- E. Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

SECTION 2. GENERAL REGULATIONS

2.2 Establishing Service

2.2.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights of way and facilities, without unreasonable expense, for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. Regulations for determining charges when excessive costs are involved for the construction of facilities can be found in the Charges Applicable Under Special Conditions section of this Tariff.
- C. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- D. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

SECTION 2. GENERAL REGULATIONS

2.2 Establishing Service (Continued)

2.2.2 Application for Service

- A. Applications for service or requests or orders by the customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted in cases where a deposit is not collected. The amount of the payment will be based on applicable service connection charges and the first month's charges for exchange service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

2.2.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge may apply.
- C. For switched and nonswitched services, the cancellation charge shall be the costs incurred by the Company up to the time of cancellation.

SECTION 2. GENERAL REGULATIONS

2.2 Establishing Service (Continued)

2.2.3 Cancellation or Change in Application for Service (Continued)

- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

2.2.4 Transfer, Assignment, or Supersedure of Service

- A. At the Company's discretion, service previously furnished to one customer may be assumed by a new customer provided this is no lapse in the rendition of service. The new customer must execute a new service agreement which is subject to the provisions of this Tariff and must assume all existing financial responsibilities for the account if such service has been cancelled or abandoned on the previous customer.
- B. An applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a customer discontinuing that service when the applicant is to take service on the premises where service is being rendered, and if a notice to that effect from both the customer and the applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SECTION 2. GENERAL REGULATIONS

2.2 Establishing Service (Continued)

2.2.5 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have 30 days.

2.2.6 Installation of Service

- A. Applications for service will be processed in accordance with service objectives established by the Commission for installation of service.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service

2.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.

2.3.2 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and shall establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

2.3.3 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

2.3.4 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer may elect to provide the protective equipment subject to Company specifications, or such protective equipment can be provided by the Company in accordance with the rates, terms and conditions of Section 5 of this Tariff.
- B. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission Rules and Regulations and Section 15 of this Tariff.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether a customer's service should be classified as business or residence service is based on the character of the use to be made of the service and facilities.
2. The Company reserves the right to classify any local service furnished to a customer as business or residence service in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

1. Offices, stores, factories, resorts, construction offices, and all other places of a strictly commercial, professional or business nature.
2. Boarding houses, hotels (except as modified under Section 2.3.5.C.2), offices or hallways of apartment buildings, colleges, and quarters occupied by clubs and fraternal societies. In public, private, or parochial schools, hospitals, nursing homes, libraries, and other institutions.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.5 Classifications of Service (Continued)

B. Application of Business Rates (Continued)

3. Residence locations when the customer has no regular business service, and the continued, recurring use of the service over an extended period of time either by the customer, members of his/her household, or his/her guests, or parties calling him/her can be considered as more of a business than of a residential nature. An extended period of time would be one month or longer. This fact might be indicated by typical forms of advertising, or when such telephone use is not such as commonly arises and passes over residence telephones.
4. Residence locations where the residence is physically connected to a place of business or an office is maintained within the premises, the customer has no regular business service, and it is not evident that the service located in the residence is to be employed primarily for domestic use.
5. Residence locations when an additional jack, station or extension bell is located in a shop, office or other place of business.
6. Any location where a business designation is provided or when any title indicating a trade or profession is listed, except as modified under Section 2.3.5.C.4 of this Tariff.
7. Service terminating solely on the answering service facilities of a telephone answering firm.
8. All other locations where the customer's primary use of the service is for business purposes.

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes. Residence rates apply for:

1. Private residences if either alphabetical or classified business directory listings are not requested or provided.
2. Private apartments in hotels, and rooming or boarding houses where service is confined to the domestic use of the customer and business directory listings are not employed.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.5 Classifications of Service (Continued)

C. Application of Residence Rates (Continued)

3. The residence of a clergyman or nurse, physician, surgeon, dentist, veterinarian, or other medical practitioner, or certain other professional groups, provided no business designation is employed and the customer does not maintain an office within the residence in which a telephone or jack is located. Titles such as "Dr.", "Rev.", "Judge", and "Professor" are not considered business designations when associated with individual names. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
4. In churches where the telephone is not available for public use, as in a clergyman's study.
5. Private stable or garage when strictly a part of the customer's domestic establishment.
6. College sorority or fraternity houses where members of the sorority or fraternity lodge within the house and order their own individual residence service for their rooms.

D. Changes in Classification

1. Changes in classification from residence to business service may be made without change in telephone number if the customer so desires. Service connection charges, which apply for such changes, are found in Section 4 herein.
2. Changes in classification from business to residence service are made at the discretion of the Company and will normally require a change in telephone number. Only in the event of a change in the customer's arrangements will the customer be considered for reclassification to residence service.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable minimum service charge for each service call to the customer's premises where an off-hook condition is found or where the service trouble is caused by faulty wiring or equipment owned and maintained by the customer.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

2.3.8 Customer Premises Inside Wire

A. General

1. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, on the customer's side of the demarcation point that extends between the termination of the Exchange Access Line or Private Line and those standard jack locations on the customer's side of the demarcation point to which terminal equipment can be connected for access to the Exchange Access Line.
2. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished to the Commission by the Company.
3. Customer premises inside wire provided by the customer may be connected to residence and business individual Basic Exchange Service or Private Line Service furnished by the Company according to Part 68 of the Federal Communications Commission (FCC) Rules and Regulations.

SECTION 2. GENERAL REGULATIONS

2.3 Furnishing of Service (Continued)

2.3.8 Customer Premises Inside Wire (Continued)

A. General (Continued)

4. The Network Interface for the connection of customer premises inside wire consists of a standard miniature modular jack and is provided as part of the Exchange Access Line. Where any Network Interface other than a miniature modular type is used in the provision of a Network Interface, the current charge for such Network Interface will apply. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the insistence of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, then the applicable nonrecurring Service Charges specified in Section 4 of this Tariff will apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.

B. Responsibility of the Customer

In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.

C. Violation of Regulations

1. Where customer-provided inside wire is in violation of Section 2.3.8, the Company will promptly notify the customer of the violation and will take such immediate action as necessary for the protection of the telecommunications network and Company employees.
2. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.
3. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of the Tariff.

SECTION 2. GENERAL REGULATIONS

2.4 Use of Service and Facilities

2.4.1 Establishment of Identity

The calling party shall establish his/her identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person with whom connection is made at the called location.

2.4.2 Accessories Provided by the Customer

- A. No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.
- B. While the Company's Basic Local Exchange Service as specified in Section 3 of this Tariff may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Company.

SECTION 2. GENERAL REGULATIONS

2.4 Use of Service and Facilities (Continued)

2.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

2.4.4 Transmitting Messages

The Company offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

2.4.5 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after receiving proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

SECTION 2. GENERAL REGULATIONS

2.5 Disconnection, Termination or Suspension of Service

2.5.1 Discontinuance of Service

A. Disconnection for Non-Payment

1. A bill for telephone service is delinquent if unpaid by the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the bill, shall constitute proof of the date of issuance.
2. If the bill has not been paid by the payment due date or a deferred payment agreement has not been entered into, a customer's service may be disconnected if proper notice has been given.
3. Proper notice shall consist of a separate mailing or hand delivery at least five days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice.
4. If notice is mailed, the cut-off day may not fall on a Friday, holiday or weekend unless provisions have been made to have someone available to accept payment and reconnect service.
5. The Company shall not issue late notices or disconnect notices to the customer earlier than the first day the bill becomes delinquent in order that a reasonable length of time is allowed to ascertain receipt of payment either by mail or at the Company's authorized payment agency. Payment at the Company's authorized payment agency shall be considered payment to the Company.
6. When customers contact the Company to discuss their inability to pay a bill or indicate that they are in need of assistance with their bill payment, the Company or its representative shall inform the customer of all alternative payment and payment assistance programs available from the Company, such as deferred payment plans, and of the eligibility requirements and procedures for applying for assistance.

SECTION 2. GENERAL REGULATIONS

2.5 Disconnection, Termination or Suspension of Service (Continued)

2.5.1 Discontinuance of Service (Continued)

B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement including the charges of another telecommunications common carrier when the Company bills for those carriers.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.
4. Failure to pay an undisputed bill for service previously furnished to the Customer or any other person residing with the Customer.

C. Disconnection Without Notice

Telephone service may be disconnected without notice for any of the following reasons:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for non-payment, or in instances of tampering with the Company's equipment or bypassing the same.
3. Impersonation of another with fraudulent intent.
4. Use of service in such a way as to impair or interfere with the service of other customers; such improper use includes, but is not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such customer at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.

SECTION 2. GENERAL REGULATIONS

2.5 Disconnection , Termination or Suspension of Service (Continued)

2.5.1 Discontinuance of Service (Continued)

D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant of the premises, unless such previous occupant shall benefit from such service, or unless the occupant benefited from such old service.
2. Failure to pay for merchandise or charges for non-communication service purchased from the Company including, but not limited to, any non-regulated telecommunication equipment or service.
3. Failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to services.
4. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing.
5. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for disconnection of residential service or vice versa.

E. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

F. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

SECTION 2. GENERAL REGULATIONS

2.5 Disconnection, Termination or Suspension of Service (Continued)

2.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated in the paragraph below for termination of service by the customer apply.
2. Should service be terminated for non-payment of charges, restoration of service will be made only as provided in Section 2.5.4, Restoration of Service.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable termination charges.

2.5.3 Suspension of Business and Residence Service

Upon request, a customer receiving business or residence services may arrange for the temporary suspension of such service, for vacation or other similar purposes, subject to the terms and conditions specified in this Tariff.

2.5.4 Restoration of Service

- A. For restoration of a customer's telecommunications service when service has been disconnected, the conditions listed below are applicable. Service charges are described in Section 4 of this Tariff.
- B. Service will be restored within a reasonable length of time during regular working hours after payment of all past due charges, including any required deposit, and the payment of service charges for restoration of service. The Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and service charge(s) in lieu of accepting a personal check or monies not guaranteed.
- C. If the customer's service has been terminated, the customer may be required to reapply for telephone service as a new applicant before having service restored. Such application will be subject to service charges, deposits, and other applicable fees.

SECTION 2. GENERAL REGULATIONS

2.5 Disconnection, Termination or Suspension of Service (Continued)

2.5.4 Restoration of Service (Continued)

- D. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for non-payment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for non-payment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for non-payment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations

2.6.1 General

- A. The Company will place in each business office, and make available for inspection, copies of the rate schedules and rules relating to the services of the Company as filed with the Commission.

2.6.2 Customer Complaints

- A. Upon complaint to the Company by a customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Office of Regulatory Staff (ORS) complaint process, and inform the complainant that they may contact the ORS at the address below.

S.C. Office of Regulatory Staff (ORS)
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone: 803-737-5230
Toll Free: 800-922-1531

- C. Upon receipt of a complaint, either by letter or by telephone, from the ORS on behalf of a customer, the Company shall make a suitable investigation and advise the ORS of the results thereof. The Company will respond to ORS complaints within the allotted time periods mandated by the ORS.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.3 Deposit Requirements

A. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

B. Establishment of Credit

1. The Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills.
2. An applicant will not be required to pay a deposit subject to the following conditions:
 - a. The applicant is able to provide a letter of good credit from a previous service telephone company stating that the applicant has been a customer for the same kind of service within the last 24 months and is not delinquent in payment of any such telephone service account, and during the last 24 consecutive months of service did not have two consecutive 30 day arrearages or more than two non-consecutive 30 day arrearages and has not been sent four or more late payment notices in the past nine months.
 - b. The applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required.
 - (1) The third party guarantor must be a customer of the Company and must have been a customer of the Company for at least one year, and have established satisfactory credit in which no balance has been carried forward within the last year and without having service disconnected for non-payment of account during the last year.
 - (2) The guaranty contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the customer from whom a deposit or Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service as provided in this Tariff.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.3 Deposit Requirements (Continued)

B. Establishment of Credit (Continued)

3. An applicant for service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.
4. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, or execute a deferred payment agreement if offered, and re-establish credit before service is rendered by the Company.

C. Deposit Required

1. When a permanent residential or business applicant does not meet the conditions listed in Section 2.6.3.B, a deposit will be required by the Company based on the result of a Credit Bureau report authorized by the applicant.
2. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two months total bill including toll and taxes. For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two consecutive months within the preceding six-month period.
3. All deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the customer's payment habits.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.3 Deposit Requirements (Continued)

D. Information Provided With Deposits

At the time a deposit is required, the Company shall provide information about deposits to applicants for business and residential service. This information will include:

1. The circumstances under which the Company may require a deposit, or request an additional deposit;
2. How a deposit is calculated;
3. The amount of interest paid on a deposit and how this interest is calculated; and
4. The time frame and requirement for return of the deposit to the customer.

E. Interest on Deposits

Payment of interest to the customer shall be made annually or at the time the deposit is returned or credited to the customer's account. The rate of interest to be paid on customer deposits shall be paid at the rate prescribed by the South Carolina Public Service Commission, payable annually for the time such deposits were held by the Company and the Customer was served by the Company.

F. Records of Deposits

1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit;
 - c. The last transaction concerning the deposit; and
 - d. The reasons why the deposit was retained beyond two years
2. The Company will issue a receipt of deposit to each applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for at least two years, during which time the Company will make a reasonable effort to return the deposit.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.3 Deposit Requirements (Continued)

G. Refund of Deposit

1. If service is not connected or after disconnection of service, the Company will automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A relocation of service from one premises to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.
2. Deposits shall be refunded completely with interest after two years unless the customer has two consecutive 30-day arrearages, or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past nine months, or has a returned check in the past six months.

H. Complaint by Applicant or Customer

The Company will inform an applicant or customer seeking to establish or re-establish credit, if dissatisfaction is expressed with the Company's decision regarding deposit requirements, of the customer's right to file a complaint with the ORS.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.4 Payment for Service

A customer shall be responsible for the payment of all charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer's telephone. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the Company has followed procedures for proper customer notification. The services or facilities furnished by the Company may be suspended for failure of the customer to pay any sum due as set forth under Section 2.5.1, Discontinuance of Service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same customer class that the Company may have chosen to transfer from a customer's prior delinquent account(s). Payment of charges for moves and changes and other nonrecurring charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the customer with a breakdown of local service charges at least annually. Local service charge details will also be provided to the customer subsequent to new installation and changes in service.

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

C. Suspended or Disconnected Service

1. Should service be suspended for non-payment of charges, it will be restored only as provided in Section 2.5.4, Restoration of Service.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.4 Payment for Service (Continued)

C. Suspended or Disconnected Service (Continued)

2. When service has been permanently disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a customer so requests. If the customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service if one had not been issued before the payment arrangement was executed.

E. Deferred Payment Plan

1. A deferred payment plan is any arrangement between the Company and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. The Company, at its sole discretion, may offer deferred payment plans upon customer request consistent with Commission rules and regulations.
2. Deferred payment plans will be based on the following procedures:
 - a. Deferred payment plans entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
 - b. The Company has the right to set the terms of the deferred payment plan and disconnect service if a customer does not fulfill the established terms.
 - c. A deferred payment plan may be made by visiting the Company's business office or contacting the Company by telephone.
 - d. If the customer's economic or financial circumstances change substantially during the time of the deferred payment plan, the Company may re-negotiate the deferred payment plan with the customer, taking into account the changed economic and financial circumstances of the customer.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.5 Allowance for Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 24 hours or longer after being reported to be out of order and after access to the premises is made available, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

2.6.6 Adjustment of Charges for Overbilling and Underbilling

A. General

If billings for telecommunications service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company.

B. Customer Overbilling

If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges provided that the applicable statute of limitations shall not be exceeded. If the interval during which the customer was overcharged cannot be determined, then the Company shall credit or refund the excess amount charged during the 12-month period preceeding the date when the error was discovered.

C. Customer Underbilling

If the customer was underbilled, the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.

The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bill devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

SECTION 2. GENERAL REGULATIONS

2.6 Customer Relations (Continued)

2.6.7 Disputed Bills

- A. In the event of a dispute between a customer and the Company regarding any bill for service, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the customer, and in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the ORS.
- B. A customer's service shall not be subject to discontinuance for non-payment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

SECTION 2. GENERAL REGULATIONS

2.7 Liability of the Company

2.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate local service charge to the customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the customer, authorized user, or joint user or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

- B. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in Paragraph A, above, will be allowed for the entire period surrendered.

2.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, and apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

SECTION 2. GENERAL REGULATIONS

2.7 Liability of the Company (Continued)

2.7.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

2.7.5 Service and Facilities in Explosive Atmospheres

- A. The Company does not guarantee, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the Company's facilities.
- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities within the hazardous area, if in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

3. BASIC LOCAL EXCHANGE SERVICE

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE

3.1 Application

3.1.1 General

- A. Basic local exchange service rates in this Tariff are identified with the West Carolina Communications, LLC, located in ABBEVILLE, SOUTH CAROLINA.
- B. Basic local exchange service, as offered in this Tariff, is comprised of exchange access lines defined as follows:

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.
- C. Exchange access lines are subject to the nonrecurring charges specified in Section 4 of this Tariff.
- D. The rates for services not specifically shown in this section are presented in other sections of this Tariff.

3. BASIC LOCAL EXCHANGE SERVICE

3.2 Monthly Exchange Rates

The following schedule of rates is applicable to basic flat rate exchange access line service. The rates specified herein entitle subscribers to an unlimited number of messages to all exchange access lines bearing the designations of central offices within the serving exchange and basic service area additional exchanges listed in Section 3.2.2 of this Tariff.

3.2.1	Flat Rate Service	Maximum Monthly <u>Rate</u>
A.	Residence	
	Exchange Access Line - One Party	\$ 20.00
B.	Business	
	Exchange Access Line - One Party	\$ 30.00
C.	Business Private Branch Exchange (PBX) Trunks	
1.	Combination	\$ 35.00
2.	Inward Only	\$ 35.00
3.	Outward Only	\$ 35.00
D.	Pay Station	
1.	Public Telephone Access Service (PTAS)	\$ 40.00

SECTION 3. BASIC LOCAL EXCHANGE SERVICE

3.2. Monthly Exchange Rates (Continued)

3.2.2 Local Calling Areas

The rates specified in Section 3.2.1 entitle customers to access all stations bearing the central office designations of additional exchanges as shown below. The local calling area of the exchanges in the left hand column also includes the exchanges listed under the Additional Exchanges column.

Serving Exchange

Additional Exchanges (EAS)

Abbeville (459)

Calhoun Falls, Due West,
Mount Carmel, West Abbeville

Calhoun Falls (447)

Abbeville, Due West, Mount Carmel
West Abbeville

McCormick (465)

Clarks Hill, Mount Carmel,
Plum Branch

3.3 RESERVED FOR FUTURE USE

3.4 RESERVED FOR FUTURE USE

3.5 RESERVED FOR FUTURE USE

3.6 Unlimited Plan (NationLink)

3.6.1 General

- A. NationLink will allow a subscriber to make a domestic interLATA call anywhere/anytime for a flat rate
- B. NationLink is for residential subscribers only
- C. NationLink is in addition to local service
- D. The minimum contract period for this service is one month.
- E. NationLink is for voice traffic only. If the company determines that usage under this plan is not consistent with typical residential customer usage as described herein, the customer will be offered an alternative plan at the company's sole discretion. The customer will have an opportunity to discontinue improper usage prior to being removed from the plan. For purposes of this plan, monthly usage in excess of 150% of the average subscriber on this plan shall be considered not typical residential customer usage.
- F. This service is not to be used to place calls to online data services or Internet services. It is intended for person-to-person conversation or voice messages only.
- G. Callers must dial 1 + area code + 7-digit telephone number for the call to be included without and additional charge.
- H. The plan does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling and toll free calling services.

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(N)

(N)

SECTION 3. BASIC LOCAL EXCHANGE SERVICE

(N)

3.6 Unlimited Plan (NationLink) – Cont'd

- I. The customer's intraLATA service must be provided via consolidated billing with local service and presubscribed to an eligible flat rate plan of the Local Exchange Carrier where subscriber resides in a West Carolina Rural Telephone Cooperative's local service area. All other areas outside of West Carolina Rural Telephone Cooperative's local service area will not have a requirement for their intraLATA carrier choice. Call detail is not included in this plan. The subscriber can request this feature for an additional cost of \$3.00 per month.

3.6.2 Rates and Charges:

	<u>Monthly Rate</u>	<u>Installation</u>
Unlimited Usage for West Carolina Rural Telephone Cooperative Local Service Subscribers	\$14.95*	Service charges in section 4 apply
Unlimited Usage for all Other subscribers served by West Carolina Communications	\$34.95*	Service charges in section 4 apply

* NationLink will be provided as an additional line of service and as such will qualify for Company's Choose Local – Save Local customer loyalty discounts. Discounts will be calculated at 5% for combining with one line of service, 10% for combining with two lines of service and 15% when combined with three lines of service.

(N)

SECTION 4. SERVICE CHARGES

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SECTION 4. SERVICE CHARGES

4.1 Definitions

4.1.1 Account

A customer's record relating to the customer's service or equipment billed to a telephone number, or account number. Service may be located on one or more premises as long as it is part of the customer's main telephone system and billed to the main telephone number.

Service Charge

A nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging, or furnishing of telecommunications service or facilities. Service charges are categorized as:

- Service Order Charge
- Premises Visit Charge
- Central Office Work Charge

4.1.2 Service Charge Elements

A. Service Order Charge

A charge associated with functions involving the receipt, recording and processing of information in connection with a customer's or applicant's request for service.

B. Premises Visit Charge

A charge associated with a trip to the customer/applicant's premises to comply with the customer/applicant's request to establish, to add to, or to rearrange service.

C. Central Office Work Charge

A charge associated with making and changing connections or software arrangements in the central office.

SECTION 4. SERVICE CHARGES

4.2 Application of Service Charges

4.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the customer as indicated throughout this Tariff except as modified hereinafter. Such charges apply in addition to, and not in lieu of, Installation Charges or Construction Charges associated with unusual costs incurred to establish service.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, to add to, or to rearrange service as requested by the customer.
- C. The charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the customer requests that work be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs applies.
- D. All changes in location of customer's equipment or service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with Service Charges applying.
- E. Service Charges may be required to be paid at the time of application for service, or upon presentation of a bill.
- F. For rearrangement of drop wire and/or protector, a Service Order Charge and Premises Visit Charge as specified shall apply.
- G. For changes in telephone numbers, the appropriate Service Order Charge, Central Office Work Charge and Premises Visit Charge (if applicable) will apply.

SECTION 4. SERVICE CHARGES

4.2 Application of Service Charges (Continued)

4.2.1 General (Continued)

H. Service Charges are not applicable for:

1. Moves or changes required for normal maintenance and repair of the Company's service.
2. Change or correction in billing address when there is no connection, disconnection, move or change in the service.
3. An upgrade or regrade of service for Company reasons.
4. Telephone number changes for Company reasons.
5. When existing customers disconnect their Local Exchange Access Service.
6. Blocking access to 900 Service when requested at the time the telephone service is initially established and for 60 days thereafter.
7. Specific instances addressed in Section 3 of this Tariff.

I. Charges specified in this Section do not apply to services furnished under the concurrence provisions included in this Tariff. Nonrecurring charges for these services are included with the Tariff provisions in which the Company concurs.

SECTION 4. SERVICE CHARGES

4.2.2 Specific Application of Service Charges

A. Service Order Charge

1. A Service Order Charge is applicable for requests to establish an account for initial connection of service.
2. A Service Order Charge is applicable for connection of additional local exchange access lines, private lines or detached access lines to an established service.
3. A Service Order Charge is applicable for changes and transfers of service involving a change in name and responsibility.
4. A Service Order Charge is applicable for restoration of service disconnected for non-payment.
5. A Service Order Charge is applicable for subsequent requests for service, for restoration of service at the customer's request and for requests for change in class or grade of service.
6. A Service Order Charge is applicable for service ordered during a pending service order which cannot be included on the pending service order.
7. A Service Order Charge is applicable for additions, moves or changes of lines in the same building or in different buildings on the same premises.
8. A Service Order Charge is applicable for each telephone number changed at the customer's request. No charge is applicable for a number change initiated by the Company.
9. A Service Order Charge is applicable for changes to a directory listing if a customer requests this change.
10. Service order charges may be waived from time to time to be used as special limited time incentives.

SECTION 4. SERVICE CHARGES

4.2 Application of Service Charges (Continued)

4.2.2 Specific Application of Service Charges (Continued)

B. Premises Visit Charge

1. A Premises Visit Charge is applicable when a trip to the customer/applicant's premises is required to complete work requested by a customer.
2. Only one Premises Visit Charge will apply in connection with the same service order when more than one trip to the customer/applicant's premises is necessary for Company reasons. The charge will apply if additional trips are necessitated by a customer/applicant request.
3. A Premises Visit Charge is applicable when a trip to the customer/applicant's premises is required to arrange for the connection of or change to customer-provided equipment.
4. A Premises Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

C. Central Office Work Charge

A Central Office Work Charge will apply for work including, but not limited to, making or changing connections or software arrangements in the central office.

SECTION 4. SERVICE CHARGES

4.3 Schedule of Service Charges

4.3.1 Service Order Charge

		<u>Maximum Nonrecurring Charge</u>
Per Service Order:		
A.	Residence	
1.	INITIAL - For connecting new or additional central office lines.	\$ 15.00
2.	SUBSEQUENT - For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines.	\$ 8.00
3.	RECORDS ONLY - For changes not involving equipment moves or line connections.	\$ 8.00
B.	Business	
1.	INITIAL - For connecting new or additional central office lines.	\$ 18.00
2.	SUBSEQUENT - For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines.	\$ 8.00
3.	RECORDS ONLY - For changes not involving equipment moves or line connections.	\$ 8.00

SECTION 4. SERVICE CHARGES

4.3 Schedule of Service Charges (Continued)

Maximum
Nonrecurring Charge

4.3.2 Premises Visit Charge

Per customer request:

A.	Residence	\$ 10.00
B.	Business	\$ 10.00

4.3.3 Central Office Connection Charge

Per service order involving central office work:

A.	Residence	\$ 10.00
B.	Business	\$ 12.00

SECTION 4. SERVICE CHARGES

4.4 Termination Charges

4.4.1 General

When a customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

4.4.2 Rates and Charges

A. Order Cancellation Charge

Termination charges associated with canceling an order shall equal the cost incurred by the Company in engineering, ordering, and providing the equipment and disposing of it less credits obtained through disposal.

B. Service Cancellation Charge

Termination charges associated with the cancellation of service prior to the expiration date of the initial contract period shall be paid by the customer to the Company at a rate equal to the monthly rate multiplied by the number of months remaining in the contract period.

4.5 Returned Check Charge

4.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

4.5.2 Rates and Charges

The Company may establish a Returned Check Charge as it deems appropriate subject to the maximum amounts and the exceptions contained in S.C. Code Ann. §34-11-70 and R.103-622.2, as amended.

SECTION 4. SERVICE CHARGES

4.6 Restoration of Service Charge

4.6.1 General

When service is temporarily suspended at a customer's request or temporarily suspended for non-payment of charges, a Restoration of Service Charge will apply.

4.6.2 Rates and Charges

A. Temporary Suspension at Customer's Request

In the event service is temporarily suspended at the subscriber's request, in accordance with the provisions as set forth in Section 13.2, such service will be restored, and charges as specified below will apply.

	<u>Maximum Nonrecurring Charge</u>
1. Residence	\$ 10.00
2. Business	\$ 10.00

B. Temporary Suspension for Non-Payment

In the event service is suspended for non-payment of charges, such service will be restored upon payment of charges due, or at the discretion of the Company, a substantial portion thereof, and is in addition to the following Restoration of Service Charge.

	<u>Maximum Nonrecurring Charge</u>
1. Residence	\$ 30.00
2. Business	\$ 30.00

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.1 Special Charges for Temporary, Speculative or Unusual Construction

5.1.1 General

- A. Facilities of the Company will be extended in accordance with the provisions of this Section. Special charges may be applied in addition to the usual Service Connection Charges and monthly rates. Special Charges apply primarily when unusual investment or expense will be incurred by the Company, such as when:
 - 1. Conditions require, or the customer requests the provision of special equipment, unusual or non-standard methods of plant construction, installation or maintenance or a move of Company facilities;
 - 2. The customer's location requires the use of costly private right-of-way; or
 - 3. The proposed service is of a temporary nature and the plant to be used for such service would not all be of value to the Company in the general conduct of its business upon discontinuance of that service.
- B. The Company will retain title to all plant constructed, as specified within this Tariff, whether provided wholly or partially at a customer's expense.
- C. The customer may be required to pay all or a portion of construction charges made by another Telephone Company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make nonrefundable advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the opinion of the Company there is evidence of credit risk. A cash deposit may also be required as discussed under Section 2 of this Tariff.
- E. When attachments are made to poles of other companies, instead of providing new pole line construction for which Construction Charges would be applicable under the provisions of this Section, the customer shall pay in whole or in part the Company's cost for such attachments.
- F. Line extensions and special service arrangements are further subject to the regulations specified in the Tariffs of this Company.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.1 Special Charges for Temporary, Speculative or Unusual Construction (Continued)

5.1.2 Application of Special Charges

- A. Temporary Construction - The customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

5.2 Line Extensions

5.2.1 Facilities to be Provided Without Construction Charge

- A. The Company will furnish adequate telephone service to the largest practicable number of customers within its certificated service area without requiring payment of a construction charge.
- B. The cost for line extension construction to remote commercial locations (i.e., request for telemetering service at remote sites) where it is determined by the Company that there will be no residential growth potential in the foreseeable future shall be borne by the customer.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.2 Line Extensions (Continued)

5.2.2 Construction Charges for Facilities in Excess of Allowances

- A. The Company will extend its distribution plant to applicants in areas where facilities are not available under the following conditions and limitations:
1. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Company's judgement there is evidence of credit risk. A cash deposit may also be required as specified in Section 2 of this Tariff.
 2. The construction charge for line extensions is apportioned equally among all applicants of a group.
 3. All costs will be computed on a current basis. Material cost will be computed on the basis of the extension of one circuit to the applicant.
 4. The type of cable plant extension will be determined by the Company as dictated by current and future circumstances, situations and forecasts, and the cost will be estimated accordingly.
 5. When required, the construction charge assessed an applicant or applicants for facilities shall be paid in advance, based on estimated charges. An adjustment to the actual charge will be made upon completion of construction.
 6. Payments for line construction are not refundable and no credit will be allowed for future installation on line extensions constructed under the above regulations.
 7. Where the customer or applicant is required to pay all or a portion of the construction cost to extend a line, the materials and equipment furnished and installed by the Company shall be totally owned and maintained by the Company.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.2 Line Extensions (Continued)

5.2.3 Poles on Private Property

Poles on private property to be used in serving an individual customer will be furnished by the Company at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer in excess of those deemed necessary by the Company will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Company.

5.2.4 Provisions of Private Right-of-Way

The Company's obligation to provide service is solely dependent upon its ability to secure, retain and maintain suitable right-of-ways without unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private right-of-ways as needed. Any and all private right-of-ways or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

5.2.5 Temporary Service or Service to a Moveable Premises

- A. Where the proposed service is of a temporary nature and the plant would have no value to the Company upon discontinuance of the service, the applicant shall be charged the estimated cost of construction and removal of the plant or portion of the plant which would not be of value to the Company, less the estimated immediate net recovery value of the material used.
- B. Where plant construction is required to provide any service or facility of a temporary nature or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.
- C. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
- D. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.3 Special Construction

5.3.1 Private Property

- A. An average amount of entrance and distribution facilities will be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. The applicant may be required to pay the costs over and above those applicable for a normal installation:
 - 1. If additional entrance or distribution facilities are required;
 - 2. If the conditions are such as to require special facilities, maintenance or methods of construction;
 - 3. If the installation is for a temporary or semi-permanent purpose; or
 - 4. If for any other reason the construction costs are excessive as compared with the revenue to be derived.
- C. The customer will provide the Company, upon request and without charge, written permission for the placing of the Company's facilities on the property.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.3 Special Construction (Continued)

5.3.2 Service to Residential and Commercial Developments

- A. The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development, which in the Company's opinion are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.
1. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be computed to reflect regular Tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
 2. No refund will be made on any remaining balance of the construction advance after five years from the date the extension of facilities for the developer was completed.
 3. Unless included in the construction advance made by the developer, extensions from the facilities installed for the developer will be made in accordance with the provisions of the Company's extension policies and any required fees, deposits or prepayments shall be paid by the applicant requesting service to such lot or tract.
- B. The applicant for telephone service to a development is required to provide the Company, at the applicant's own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.3 Special Construction (Continued)

5.3.3 Underground Service Connections

A. When customers request underground service connections instead of aerial drop wires which would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and the customer subsequently requests that such facilities be placed underground, the following regulations apply:

1. Where cable is to be placed in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company;
2. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
3. Where cable is laid in a trench at the customer's request, the trench shall be constructed and back-filled under the Company's supervision and by or at the customer's expense;
4. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit has been inspected in place by the Company and approved. Repairs or replacements of cable in the conduit or trench made necessary by damage caused by the customer or his representatives will be made only at the customer's expense;
5. Where facilities are changed from aerial to buried or underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities;
6. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay additional costs involved where a different type of construction than that proposed by the Company is desired; and
7. When a special type of construction other than those covered preceding is desired by the customer or when the individual requirements of a particular situation make the construction unusually expensive, the customer is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the customer except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.3 Special Construction (Continued)

5.3.4 Rearrangement of Existing Plant

When the Company is requested to move or change existing plant, and no specific charge is quoted in this Tariff, the person at whose request such move or change is made may be required to bear the costs incurred.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.3 Special Construction (Continued)

5.3.5 Special Construction Charges for Multiple Lines Terminated at Private Residence Locations

- A. When a subscriber requests more than five total lines or requests additional lines that result in more than five total lines to a residence location, special construction charges may apply. If existing facilities are not available to satisfy the subscriber's request, it may be necessary to place an additional service drop or to use approved electronics to avoid placing a cable. If electronics are utilized, the subscriber shall be responsible for the non-reusable material costs and the labor costs, including removing and relocating the electronics. If the Company deems it appropriate to place a cable from the right-of-way or easement to the premises, the special construction charges should include the costs to construct the cable and the terminal which are not reusable for other subscribers.
- B. When a subscriber requests more than five total lines or requests additional lines that results in a total of more than five lines at a residence location that requires the reinforcement of the distribution cable, special construction charges shall apply for the portion of the distribution facility that would not normally have been placed at that location by the Company.
 - 1. If the cable is sized to serve only the subscriber's request, i.e. the existing cable is properly sized for the current additional line usage for that location, the total cost for the construction of the cable and associated terminal(s) shall be billed to the subscriber making the request.
 - 2. If the cable is sized to reinforce the existing distribution facility as well as serve the subscriber's request, only the portion of the material and labor costs above the costs to reinforce the embedded cable shall be billed to the subscriber making the request.
- C. The Company reserves the right to require a customer to pay special construction charges prior to the start of construction.
- D. Construction charges may apply to a private residence location in accordance with other provisions contained within Section 5 of this Tariff for subscriber requests of five or less lines.

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.4 Charges for Unusual Repair

5.4.1 Buried Service Wire

- A. When a subscriber, company, or other party causes damage to Company-owned buried service wire, the following nonrecurring charge is applicable per buried service wire.

1. Repair of buried service wire

Maximum
Nonrecurring Charge

- a. Per buried service wire

Actual Cost

5.5 Special Service Arrangements

5.5.1 General

- A. If the requirements of customers cannot be met with the regularly offered service arrangements, special service arrangements may be furnished by the Company, where practical, at charges equivalent to the estimated cost of such equipment and arrangements provided it is not detrimental to any of the services furnished under the Company's Tariffs.

5.5.2 Computation of Rates and Charges

- A. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.
- B. Estimated cost consists of an estimate of the total cost to the Company in providing the special service arrangement including:
1. Cost of maintenance;
 2. Cost of operation;
 3. Depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 4. General administration expenses, including taxes on the basis of average charges for these items;

SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

5.5 Special Service Arrangements (Continued)

5.5.2 Computation of Rates and Charges (Continued)

B. (Continued)

5. Any other item of expense associated with the particular special service arrangement;
and
 6. An amount, computed on the estimated cost installed of the facilities used to provide the special service arrangement, for return on investment.
- C. Estimated installed cost mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.
- D. Special service arrangement rates are subject to review and revision conditioned upon changing costs.
- E. At such time as a special service arrangement becomes a Tariff offering, the Tariff rate or rates will apply from the date of Tariff approval.
- F. The following rate treatments may be used in connection with charges for special service arrangements.
1. Monthly rental and termination agreement with or without an installation charge.
 2. Monthly rental with or without an installation charge.
- G. Initial service periods exceeding one month may be necessary for facilities and equipment provided under a special service arrangement.

SECTION 6. DIRECTORY LISTINGS

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SECTION 6. DIRECTORY LISTINGS

6.1 Regulations

6.1.1 General

- A. The rates and regulations for directory listings apply only to the alphabetical section of the directory containing the regular alphabetical list of names and telephone numbers of customers.
- B. Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone numbers. Special arrangements of names are not contemplated. Any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification will not be allowed.
- C. Listings are regularly provided in connection with all classes of exchange service unless the customer subscribes to Nonpublished Number Service.
- D. A listing must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and its directories, confuse individuals using the directory, or when the customer is unable to provide satisfactory evidence that he is authorized to do business as requested.
- E. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.

SECTION 6. DIRECTORY LISTINGS

6.1 Regulations (Continued)

6.1.1 General (Continued)

- F. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- G. Non-Listed Service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.
- H. Non-Published Service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, is not included in the information records and not provided by the directory assistance operator upon request.
- I. The listings of subscribers, either without charge or at the rate specified herein for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- J. The listed address may not include the post office box or the use of the word or abbreviation for floor or room numbers of building or apartment houses, or other such designations.
- K. Except as provided in this Tariff, one primary listing is provided without charge for each main service or the first number in a group. Listings provided without charge include the following:
 - 1. Each basic local exchange line
 - 2. Each key or PBX trunk group

SECTION 6. DIRECTORY LISTINGS

6.2 Business Listings

6.2.1 General

Business listings generally consist of a name, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., Ofc., Atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

6.2.2 Trade Names

A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a business listing unless the customer shows satisfactory evidence that he/she is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

6.3 Residence Listings

6.3.1 General

- A. Residence listings consist of a name or dual names, the address of the premises at which service is rendered and the telephone number.
- B. Any listing other than an individual name will be considered a business service listing with the exception of those specified in this Tariff.
- C. Dual name listings are available only for residence subscribers who share the same surname and reside at the same address or where a person is known by two first names. Dual name listings may be provided as the primary listing at no recurring charge or as an additional listing at the regular residential additional listing rate.

SECTION 6. DIRECTORY LISTINGS

6.4 Miscellaneous Listings

6.4.1 Public Telephone Access Service Listing

Listings provided in connection with Public Telephone Access Service are furnished under the same rates and regulations as other business services.

6.4.2 Mobile and Paging Service Listing

A Cellular Mobile Radio Telecommunications Service (CMRS) Carrier, a Radio Common Carrier, or a Paging Company may be furnished a listing for their clients as specified in Section 6.9 of this Tariff.

6.4.3 Emergency Service Listing

A 911 telephone number must be listed along with a non-emergency telephone number for emergency agencies at no charge.

6.4.4 Personal Ring Service Listing

One listing for each Personal Ring Service number will be furnished on a listed basis at no charge to the customer. The service listing must be either business or residence based on the primary directory number's service type. Additional listings and non-published numbers may be provided and are subject to the rates specified in Section 6.9 of this Tariff.

SECTION 6. DIRECTORY LISTINGS

6.5 Additional Directory Listings

6.5.1 General

- A. The additional listing rates and conditions apply to each regular or special type of additional listing ordered by the customer.
- B. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
- C. Additional listing charges are automatically discontinued upon termination of the main service.
- D. Additional listings will have the same address as the primary listing. However, when in the opinion of the Company, it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, the following exceptions may be allowed:
 - 1. If additional listings are required to properly identify the customer, such additional listings may be provided without charge to the extent that the number of listings allowed does not exceed the number of main station lines, key trunks or PBX trunks associated with that service.
- E. Additional residence-type listings may be provided in the names of permanent guests or tenants of hotels, motels and apartment houses equipped with key or Private Branch Exchange systems, provided that written approval is obtained in advance from the hotel, motel or apartment house involved. In such circumstances:
 - 1. Business additional listing rates apply; and
 - 2. No separate billing will be issued.
- F. An additional business listing may be furnished in other names when in the sole judgement of the Company the customer's service is not being resold.

6.5.2 Special Types of Additional Listings

A. Duplicate and Reference Listings

Listings of nicknames, abbreviated names, re-arrangements of names, names which are commonly spelled in more than one way, and other names by which customers are known are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer and when they are not desired to secure a preferential position in the directory or for advertising purposes. Cross-reference listings are permitted when their use will facilitate the handling of telephone calls.

SECTION 6. DIRECTORY LISTINGS

6.5 Additional Directory Listings (Continued)

6.5.2. Special Types of Additional Listings (Continued)

B. Alternate Listings

1. Listing of an alternate telephone number to be called in case no answer is received, or to be used after business hours and on Sundays and holidays, is permitted for customers to all classes of service.
2. Names of individuals are not permitted in listings of this type. The alternate number may be a number that is not the requesting customer's number. In such case, the written consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.

C. Foreign Listings

Foreign Listings are listings appearing in a directory other than the directory for which local service is furnished. The foreign listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear. The minimum contract period for which charges will apply will be the remaining period that the directory will be used. These charges will be paid annually in advance.

D. Indented Listings

Indented listings are used where a customer has more than one listing for service under the same name at one or more locations. An indented listing may be either a business listing or a residence listing where the name in the second listing would be a repetition of that in the first.

SECTION 6. DIRECTORY LISTINGS

6.5 Additional Directory Listings (Continued)

6.5.2. Special Types of Additional Listings (Continued)

E. Caption Listings

Listings may be indented under a caption or sub-caption at no additional charge for the caption arrangement when in the judgment of the Company the caption will facilitate the use of service. The captions must be an essential part of the indented listings which follow and may include names of departments, branches of the business or titles of officials. Listings that are variations of the same general line of business, or which in the judgment of the Company appear to advertise the extent of the customer's business, are not permitted in listings to be indented under captions.

F. Temporary Listings

Residence customers who lease their premises for periods of less than one year and who request the Company to render service to their tenants without a change in the customer billing, may arrange for the listing of such tenants on "Directory Assistance" records only. All charges including such additional listing charges will continue to be rendered in the name of the customer who shall continue to remain responsible for all such changes.

G. Extra Lines of Information

Listings of other information which is not required in order to efficiently handle telephone traffic is not included in the charges for service. For example, such other information may be the office hours of a business. The Company may accept listings of such miscellaneous information at its discretion at the rates for special types of additional listings applicable to each requested line of additional information.

SECTION 6. DIRECTORY LISTINGS

6.6 Non-Published Number Service

6.6.1. General

- A. Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories and directory assistance records.
- B. Incoming calls to non-published telephone numbers will be completed only when the calling party places the call by number.
- C. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing or disclosing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the monthly charges applied for this service by the Company for Non-Published Number Service.
- D. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a non-published telephone number in the telephone directory, or disclosing of such number to any person.
- E. The rate for Non-Published Number Service does not apply to:
 - 1. Service which is installed for a temporary period.
 - 2. Inward Wide Area Telephone Service (800 Service)
- F. A customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Number Service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 Public Safety Answering Point (PSAP) or E911 service database.

SECTION 6. DIRECTORY LISTINGS

6.7 Non-Listed Number Service

6.7.1 General

Non-Listed Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories, but includes the number listing in the information records and is provided by the directory assistance operator upon request.

6.8 Liability For Directory Listing Service

6.8.1 General

- A. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.
- B. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
- C. If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is an available, usable number, the customer's number shall be changed to the listed number at no charge, if requested.
- D. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

SECTION 6. DIRECTORY LISTINGS

6.9 Rates and Charges

6.9.1 General

The subscriber to the service assumes responsibilities for all charges associated with his/her service.

A. Recurring Monthly Rates		Maximum Monthly Rate
1.	Primary Service Listing	No Charge
2.	Additional Name Listings	\$ 1.00
3.	Additional Line Matter	\$ 1.00
4.	Foreign Directory Listing, per line	\$ 3.00 (plus Foreign Directory Rate)
5.	Non-Published Service	\$ 1.50
6.	Non-Listed Service	\$ 1.50
7.	Mobile and Paging Service Listing	\$ 3.00
B. Service Charges		
1.	See Section 4 of this Tariff for applicable Service Charges.	
2.	When Directory Listings are ordered at the same time as the initial installation of Local Access Line Service, no additional service charges will be applied for the directory listing(s).	

6.10 Provision and Ownership of Directories

6.10.1 General

- A. One copy of local directories shall be distributed to each access line customer without charge. Additional directories, including replacement of mutilated or destroyed directories, will be furnished at the discretion of the Company.
- B. Telephone directories shall be issued approximately every 12 months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 6.8 of this Tariff.

SECTION 7. RESERVED FOR FUTURE USE

SECTION 8.

RESERVED FOR FUTURE USE

SECTION 8.

RESERVED FOR FUTURE USE

SECTION 9. FOREIGN EXCHANGE SERVICE

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SECTION 9. FOREIGN EXCHANGE SERVICE

9.1 Foreign Exchange Service

9.1.1 General

- A. Foreign Exchange Service is the service of one exchange furnished to a customer located in the serving area of another exchange. The exchange from which the service is furnished is the foreign exchange. The exchange normally serving the area in which the customer is located is the local exchange.
- B. The Company is not obligated to furnish such service, particularly where it involves undue expense or impairment of the service furnished to the general public.

9.1.2 Regulations

- A. When another telephone company is involved in the provisioning of the Foreign Exchange Service, the Company will offer Foreign Exchange Service subject to the rules set forth in the contracts in effect with the connecting Company.
- B. A customer receiving Foreign Exchange Service may be required to subscribe to Local Service from the exchange from which he would normally be served.
- C. Other services, equipment or facilities used in connection with Foreign Exchange Service, except as otherwise indicated in the Tariff, are furnished subject to the rates and regulations applying in the foreign exchange from which the subscriber is served.
- D. Foreign Exchange Service may be provided only where all facilities and serving points are located in the same LATA.
- E. The Company may, when a customer for the purpose of avoiding payment for long distance calls to the foreign exchange or when the user originates other long distance calls from the foreign exchange, have the option of equipping foreign exchange lines with toll restricting devices.

SECTION 9. FOREIGN EXCHANGE SERVICE

9.1 Foreign Exchange Service (Continued)

9.1.3 Types and Descriptions

These channels are furnished on a single point basis (except as specified in 9.1.4.A following) for service 7 days per week, 24 hours per day, for a minimum period of one month.

9.1.4 Rates and Charges

A. The rate for Foreign Exchange Service is the nonrecurring and monthly rates for business, residence, or PBX Flat Rate Service applicable within the serving foreign exchange plus a monthly foreign exchange termination charge of \$20.00. Additionally, applicable mileage charges will be billed in accordance with the filed Tariff of either the Company or the connecting company based upon the exchanges involved in the provisioning of the service as follows:

1. The Company may establish the service across exchange boundaries where the applicant for foreign exchange service is so located that it would be more economical to the Company to provide the foreign exchange service direct from the foreign exchange to the applicant's location by the extension or utilization of existing plant. Such cross-boundary installations will be at the discretion of the Company. Facilities may not cross LATA boundaries.

a. For the distance from the applicant's location to the central office in the foreign exchange area from which service is to be furnished, a mileage charge, per mile or fraction thereof, airline measurement, will apply.

Maximum
Monthly Rate

(1) Per Mile	\$ 10.00
--------------	----------

SECTION 9. FOREIGN EXCHANGE SERVICE

9.1 Foreign Exchange Service (Continued)

9.1.5 Foreign Exchange Service Provided by Multiple Companies

- A. Unless a settlement arrangement is made between the Company and a second company involved in the provisioning of service, each company will bill for the portion of the Foreign Exchange service provided by their respective tariff based on their regulations, rates and charges as appropriate.
- B. The charges billed by the Company for the interoffice channel between Exchange Telephone Company central offices, are determined as follows:
 - 1. The total mileage for the service is computed using the V & H coordinates set forth in the National Exchange Carrier Association Tariff, Inc. F.C.C. No 4.
 - 2. A billing factor is determined from the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This factor represents the percentage of the distance between Exchange Telephone Company central offices that will be billed by the Company. The billing factor is multiplied by the total charge for all of the miles to determine the amount to be billed by the Company.

SECTION 10. RESERVED FOR FUTURE USE

SECTION 11. RESERVED FOR FUTURE USE

SECTION 12. RESERVED FOR FUTURE USE

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

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SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.1 Extension Line Service

13.1.1 General

- A. Extension Line Service provides the capability of originating or receiving calls from locations equipped with instruments in addition to the location of the main station.
- B. Extension Line Service will be provided in connection with all classes of Basic Exchange Service, excluding Public Telephone Access Service.
- C. In the case of individual line customers, service extensions may be located on other premises, provided facilities are available and technical equipment limitations in each specific case permit.
- D. The provision of circuits required to connect main and extension stations is subject to additional regulations, and charges shown in Section 13.1.2 following.
- E. The number of extension stations permitted with any main station is limited to such number as, in the judgment of the Company, will not interfere with the efficient operation of the service.

13.1.2 Regulations

- A. Extension station lines will be furnished where the Company deems feasible.
- B. Where different buildings are involved, and where different premises of the customer are served out of the same central office or remote central office, those rates as specified in Section 13.1.3 will apply. When the locations of the customer are served out of different central offices or remote central offices, then those rates specified in the Foreign Exchange Section of this Tariff will apply in addition to the rates listed in Section 13.1.3.
- C. When it is known or realized that the life of all or a part of the outside plant facilities used in the provision of extension line service will be shorter than the normal life of the plant or the cost of providing the plant is such as to render inadequate the charges quoted herein, the plant required to furnish such service will be provided on the basis of cost as described in Section 5 of this Tariff.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.1 Extension Line Service (Continued)

13.1.3 Rates and Charges

- A. Extension Line Service served from the same central office or remote central office. Mileage is computed by calculating the airline mileage between premises.

Maximum
Monthly Rate

- | | | |
|----|---|---------|
| 1. | Off Premises Extension Line Service, per quarter mile or fraction thereof | \$ 1.00 |
|----|---|---------|

- B. Extension Line Service served between customers in different exchanges. Rates are in addition to those listed in Section 13.1.3.A above.

- | | | |
|----|---|---|
| 1. | Foreign Exchange Extension Line Service | See "Foreign Exchange Service" Section of this Tariff |
|----|---|---|

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.2 Temporary Suspension of Service

13.2.1 General

- A. Upon request, a business or residence customer may arrange for the temporary suspension of their service. Suspension of service is available on the customer's complete service or on such portion thereof as can be suspended.
- B. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- C. Service may not be suspended for more than four months of any consecutive 12-month period.
- D. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the customer, inward calls to a station at which service is suspended may be referred to the call number of another station provided the suspended station is not delinquent in payment of charges.
- E. The charge for the total suspension may be collected in advance.
- F. There is no reduction in the charge for foreign central office or foreign exchange service during the period of suspension.
- G. Appropriate Service Ordering Charges as specified in Section 4 of this Tariff will apply.

13.2.2 Rates and Charges

During the period of suspension, the charge for main station service is fifty percent (50%) of the rate regularly charged, except as specified in preceding.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.3 Rotary Line Service (Trunk Hunting)

13.3.1 General

- A. Rotary Line Service provides a means whereby calls made to the first number of a rotary group will be automatically completed over the first idle line in the rotary group. If all lines are busy, the calling party will receive the busy signal.
- B. This service is furnished only when the rotary numbers are available and only in connection with individual business lines, key and PBX trunks.
- C. The regulations applicable to directory listings in connection with provision of main services on a rotary basis are located in Section 6 of this Tariff.

13.3.2 Rates and Charges

- A. The rate for each individual rotary line is the applicable monthly rate for individual line service in addition to the following rates for each rotary number.

	<u>Maximum Monthly Rate</u>
1. Business	\$ 5.00

13.4 Custom Calling Services

13.4.1 General

- A. Custom Calling Service provides for auxiliary features in addition to Basic Telephone Service. Custom Calling Services are limited to those customers served by central offices arranged for this service and is furnished only in connection with Individual Line Service.
- B. Description of Features
 - 1. Call Forwarding Variable – Provides an arrangement for forwarding incoming calls to another telephone number by dialing a code and the number of the service to which calls are to be forwarded. Calls may be forwarded to a long distance message telecommunication point subject to the availability of the necessary facilities in the central office from which the calls are to be forwarded.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.4 Custom Calling Services (Continued)

13.4.1 General (Continued)

B. Description of Features (Continued)

2. Three-way Calling – Allows for an existing call to be held and after dialing a second telephone number, allows for the second party called to be added to the connection. This connection contemplates that normal transmission performance cannot be guaranteed on all calls.
3. Call Waiting – By means of a tone signal, a subscriber who is using the telephone is alerted when another caller is trying to reach that station. Call Waiting allows the customer to place the first call on hold so that the second call can be answered.
4. Call Waiting Deluxe – Allows a customer, while off-hook on an existing call, to receive information about a calling party on a waiting call. The feature requires that a customer subscribe to a calling number delivery feature which provides information about an incoming call. Call Waiting Deluxe (CWD) provides all capabilities associated with the Call Waiting Service, with additional capability of providing calling party data to a subscriber for the waiting calls. A line cannot have both Call Waiting and CWD assigned at the same time. Call Waiting Deluxe can be disabled for a single call by using the Cancel Call Waiting feature when the subscriber does not wish to be disturbed for the duration of a call, when an activity such as the use of a data terminal, personal computer, etc. requires the feature to be inhibited. Call Waiting Deluxe will be temporarily overridden for that one call. Incoming calls will receive busy treatment, and the CWD customer will neither be alerted nor receive calling party data for an incoming call.
5. Cancel Call Waiting – Prior to making a call, a customer may dial a Cancel Call Waiting code to disable the Call Waiting feature for the duration of the call. The Call Waiting feature may also be disabled after a call has been established if the customer subscribes to a service that allows flash-hook privileges. Call Waiting is restored automatically on termination of the call. During the time the Cancel Call Waiting feature is activated, incoming callers receive a busy tone.
6. Speed Calling (8 Code)- Enables a station user to call a list of up to eight preselected seven or ten-digit directory numbers by dialing an abbreviated code.
7. Speed Calling (30 Code) – Enables a station user to call a list of up to thirty preselected seven or ten-digit directory numbers by dialing an abbreviated code.
8. Call Forwarding Busy Line – Allows calls terminating to a customer's busy directory number to be forwarded to a telephone number preselected by the customer.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.4 Custom Calling Services (Continued)

13.4.1 General (Continued)

B. Description of Features (Continued)

9. Call Forwarding Don't Answer – Allows calls terminating to a customer's idle directory number to be forwarded after a predetermined number of rings. Calls are forwarded to another telephone number preselected by the customer.
10. Call Forward With Ring Count – Allows a customer's calls to be automatically forwarded to another number after a pre-determined number of rings.
11. Help Line – Allows a customer to automatically place a call to a preselected directory number by lifting the handset and waiting for the time-out period. The time-out period is a predetermined time interval, which gives the customer a set period of time to place a call to a number other than the preselected directory number. If the customer has not dialed at the end of the time-out period, a call attempt is made to the selected directory number. The customer-selected dialed telephone number is preprogrammed at the time service is established and can only be changed by the Company.
12. Direct Line – Allows a customer to automatically place a call to a preselected directory number by lifting the handset. The customer-selected dialed telephone number is pre-programmed at the time service is established and can only be changed by the Company.

The Company is not responsible for any charges that result from a telephone user who is able to proceed or interrupt the automatic dialing process.

13. Personal Ring – Allows a customer to have a distinctive ringing pattern assigned for each directory number that identifies to the subscriber which number has been dialed. This service requires multiple directory numbers to be assigned to an individual line. Only one conversation can be conducted at any given time.

One listing for each Personal Ring Service number will be furnished on a listed basis at no charge to the customer. The service listing must be either business or residence based on the main directory number's grade of service. Additional listings and non-published numbers may be provided and are subject to the rates specified in Section 6 of this Tariff.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.4 Custom Calling Services(Continued)

13.4.2 Rates and Charges

A service order records charge is applicable to establishing these services subsequent to initial telephone installation. During certain promotion periods, the Company may elect to waive the installation charges associated with adding Custom Calling Services.

A. Residence – Individual Features

	<u>Maximum Monthly Rate</u>
1. Call Forwarding Variable	\$ 3.50
2. Three-way Calling	\$ 3.50
3. Call Waiting	\$ 4.00
4. Call Waiting Deluxe	\$ 6.00
5. Cancel Call Waiting	NC
6. Speed Calling – 8 Code	\$ 3.25
7. Speed Calling – 30 Code	\$ 6.50
8. Call Forwarding Busy Line	\$ 3.50
9. Call Forwarding Don't Answer	\$ 3.50
10. Call Forward With Ring Count	\$ 3.50
11. Help Line	\$ 3.50
12. Direct Line	\$ 3.50
13. Personal Ring	\$ 3.50

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.4 Custom Calling Services (Continued)

13.4.2 Rates and Charges (Continued)

B. Business – Individual Features

	<u>Maximum Monthly Rate</u>
1. Call Forwarding Variable	\$ 5.75
2. Three-way Calling	\$ 5.75
3. Call Waiting	\$ 6.00
4. Call Waiting Deluxe	\$ 7.25
5. Cancel Call Waiting	NC
6. Speed Calling – 8 Code	\$ 5.25
7. Speed Calling – 30 Code	\$ 8.25
8. Call Forwarding Busy Line	\$ 5.75
9. Call Forwarding Don't Answer	\$ 5.75
10. Call Forward With Ring Count	\$ 5.50
11. Help Line	\$ 5.75
12. Direct Line	\$ 5.75
13. Personal Ring	\$ 5.75

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.4 Custom Calling Services (Continued)

13.4.3 Multi-Feature Discounts

A. General

1. The Multi-Feature Discount is a packaging option which offers both residence and business customers reduced monthly rates on Custom Calling Service feature packages with a minimum purchase of two features.
2. Discounts are on a per line basis. In order to be included in the determination of appropriate discounts, all features must be provisioned to a single customer at a single location, on a single telephone number.
3. The discounts listed below will be applied to feature packages which include any combination of the following services:
 - a. Call Forwarding Variable
 - b. Three – Way Calling
 - c. Call Waiting
 - d. Speed Calling – 8 Code
 - e. Speed Calling – 30 Code
 - f. Call Forwarding Busy Line
 - g. Call Forwarding Don't Answer
 - h. Personal Ring
 - i. Call Waiting Deluxe

B. Monthly Discounts

- | | | |
|----|-----------------------|---|
| 1. | Number of Features | Maximum
Per Line
<u>Discount Percentage</u> |
| a. | 2 to 3 features | 15 % |
| b. | 4 to 5 features | 25 % |
| c. | 6 or more features | 35 % |
| 2. | Discount Combinations | |

Custom Calling Service Features and CLASS Features can be combined to create a feature package to receive discounts as outlined in 1 above.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.5 Selective Class of Call Screening

13.5.1 General

- A. Selective Class of Call Screening (SCCS) is an optional service available to the Company's Local Exchange Service customers, and is offered on a per line or local trunk basis. The service is offered to provide customers with a choice of originating call screening options when an operator service system is involved with call processing. The SCCS service provides information to the operator services system (mechanized or live operator) to denote special originating call handling was requested by the customer.

13.5.2 Regulations

- A. The customer will specify, at the time of the order, the special call handling option(s) desired. The customer may specify any combination of SCCS options offered by the Company.
- B. On all operator-assisted calls originating from the specified line or local trunk, the options available are:
1. Bill to a Calling Card Account (specify at the time of the call).
 2. Bill to a Third Number (specify at the time of the call).
 3. Collect to the Called Number (specify "collect" at the time of the call).
 4. Prohibit all operator-assisted sent-paid calls.
- C. SCCS service is offered subject to the availability of suitable facilities.
- D. Subscribers to SCCS service are responsible to notify the Company of any failure of the feature to perform as requested.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.5 Selective Class of Call Screening (Continued)

13.5.2 Regulations (Continued)

- E. The Company makes no guarantee and assumes no liability for the accuracy of SCCS service. The customer agrees fully and completely to indemnify and save harmless the Company, its successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish SCCS service.
- F. The minimum period for SCCS service is one month.
- G. All local calls, MEAS calls and calls to Company numbers such as repair service, Directory Assistance Service and public emergency service numbers such as 911 will be permitted.

13.5.3 Rates and Charges

- A. The following rates and charges apply to the provisioning of SCCS Service and are in addition to all other applicable rates and charges as specified elsewhere in this Tariff. A Service Order Records Charge and a Central Office Work Charge will be charged when adding SCCS subsequent to initial telephone installation.

	<u>Maximum Monthly Rate</u>	<u>Maximum Installation Charge</u>
1. SCCS per line equipped	\$ 3.50	See Section 4
2. SCCS per trunk equipped	\$ 7.50	See Section 4

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.6 Direct Inward Dialing (DID) Service

13.6.1 General

- A. Direct Inward Dialing (DID) Service consists of the central office switching equipment necessary to connect calls from the local exchange and long distance telecommunications network directly to stations or attendant positions associated with customer premises switching systems, without intermediate handling by an attendant.
- B. The provision of DID Service is subject to the availability of the Company's facilities and telephone numbers and the utilization of properly equipped customer premises equipment. The rates and charges for DID Service contemplate the use of standard Company equipment and serving arrangements.
- C. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. All routing of calls to selected numbers within the Direct Inward Dialing number group must go over a DID trunk group.
- D. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to the Company's specifications.
- E. The Company shall not be responsible to the customer or authorized user if changes in either protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, or require facilities modification of or otherwise affect the use or performance of such customer-provided facilities.
- F. The Company will provide directory listings in accordance with the regulations of Section 6 of this Tariff. DID numbers furnished herein are not entitled to directory listings without charge. Where clients of a subscriber to DID Service want to list any of these numbers, those clients would be billed the applicable Additional Listing rate as specified in Section 6 of this Tariff.
- G. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.
- H. DID Service telephone numbers are normally provided in blocks of 20 consecutive numbers. However, the blocks may be provided on a nonconsecutive basis subject to the technical configuration of the serving central office. The Company retains its rights to the telephone numbers used in DID Service.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.6 Direct Inward Dialing (DID) Service (Continued)

13.6.1 General (Continued)

- I. Subscribers to DID Service will be required to maintain an adequate number of DID trunks as determined by the Company in order to provide a "quality" grade of service and prevent network degradation.
- J. DID Service is offered where facilities permit. At the discretion of the Company, subject to operating limits and the availability of facilities, DID Service may be provided outside the customer's normal serving central office. Where a DID trunk group is served from a central office other than the customer's normal serving office, the appropriate mileage rates for Foreign Exchange or Foreign Central Office Service, per DID trunk will apply.
- K. In addition to the rates and charges specified for each account listed within this Section, appropriate Service Connection, and Move and Change Charges are applicable to the establishment or rearrangement of trunks and numbers in connection with providing DID Service.

13.6.2 Rates and Charges

A. Central Office Components

	<u>Maximum Monthly Rate</u>	<u>Maximum Installation Charge</u>
1. First group of 20 DID numbers	\$ 10.00	\$ 200.00
2. Each additional group of 20 DID numbers	\$ 10.00	\$ 25.00
3. Reserved groups of 20 DID numbers	\$ 15.00	
4. DID Trunk	\$ 40.00	See Section 4

- B. Applicable Service Connection Charges as listed in Section 4 of this Tariff apply.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.7 Customized Code Restriction (CCR) Service

13.7.1 General

- A. Customized Code Restriction Service (CCR) will provide a selection of code restrictions for selected outgoing calls. Each option will permit local calls, non-chargeable calls to Company numbers such as repair service, as well as emergency numbers (911).
- B. CCR Service will be available to basic exchange customers with Individual Line Residence and Business Service.
- C. Subscribers dialing restricted codes in the CCR Dialing Plan will be sent to an appropriate recorded announcement.
- D. CCR Service will be furnished only from central offices which have been arranged to provide these services. The services are provided subject to the availability of facilities.
- E. The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of CCR Service offered herein.
- F. Codes to be restricted are not all inclusive and may be changed or added as deemed appropriate by the Company.

13.7.2 Rates and Charges

- A. The following rates and charges are for CCR Service only and are in addition to the applicable Service Charges, monthly rates, and nonrecurring charges for exchange access lines and other services and equipment with which they are associated. The applicable monthly rate applies to each individual subscriber access line.

CCR added subsequent to initial telephone installation will be billed the applicable Service Order Records Charge and Central Office Work Charge.

	Maximum Monthly Rate
1. Per Access Line Equipped	
a. Residence	\$ 3.50
b. Business	\$ 5.00

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Service (CLASS)

13.8.1 General

- A. Custom Local Area Signaling Service (CLASS) is a group of central office call management features offered to single line residential and single line business customers who subscribe to Basic Telephone Service.
- B. Description of Features
 - 1. Automatic Call Back – This is an ongoing call management feature which will enable the subscriber to have the system redial the last number called from his/her station. This will apply regardless of whether the original call was answered, unanswered, or encountered a busy tone. If the called line is busy, the system will monitor the calling and called lines and will attempt to connect the call for up to 30 minutes. When the called line becomes idle, the calling party will be notified via a distinctive ring. When the calling party picks up the telephone, then the call will be completed. The activation of this feature can be canceled by the customer when desired.
 - 2. Automatic Recall – This is an incoming call management feature which will enable a subscriber to have a call setup performed automatically to the calling party of the last incoming call. This will apply whether the incoming call was answered, unanswered, or encountered a busy tone. This feature is available with level one or level two activation. At level two, the subscriber can receive an announcement stating the Directory Number of the last incoming call before the call set-up is completed. This will allow the subscriber to decide if he/she wishes to proceed with the call or drop the request.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.1 General (Continued)

B. Description of Features (Continued)

3. Custom Ringing – Call Waiting. This is an incoming call management feature which will allow the subscriber to define Directory Numbers that will provide the subscriber with special incoming call treatment. Any incoming calls on this list will be indicated by a distinctive ringing pattern or a distinctive Call Waiting tone, if applicable. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will be given standard treatment.
4. Calling Number Delivery – This feature will enable the subscriber to receive the calling number on incoming calls. The number will be delivered to the called party's Customer Premise Equipment (CPE) in the interval between the first and second ring. The calling number will remain for the duration of the call and can be viewed from the display on the CPE.
5. Calling Number Delivery Blocking: This feature will allow the calling party to suppress a Directory Number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's DN.

Calling number delivery blocking is provided to all subscribers on a per call basis at no charge. To activate this feature there must be a two (2) digit code dialed prior to placing a call. Calling Number Delivery Blocking on a per line basis is also available. This feature blocks calling number delivery on all calls without the necessity of dialing a code with each call.

Law enforcement agencies, domestic violence intervention agencies, and certain other governmental agencies may be granted calling number delivery blocking on a per line basis without charge, if requested, on a case-by-case basis at the Companies discretion. If the Company and the agency cannot reach an agreement on such a request, the agency may submit the matter to the South Carolina Public Service Commission for a determination of the merits.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.1 General (Continued)

B. Description of Features (Continued)

6. Customer Originated Trace – This feature allows the subscriber to initiate a trace on the last incoming call. The results of the trace will not be provided directly to the subscriber initiating the trace. The trace log will be printed at the Company or at some designated law enforcement agency premise. The subscriber will contact this agency to determine further action to be taken.

The subscriber with this feature assigned as a station option will dial an activation code to activate the feature. The call will be traced automatically, and the origination Directory Number and the time the call was made will be forwarded to the predetermined location.

7. Selective Call Acceptance – This feature will allow subscribers to define a list of calling Directory Numbers that will be accepted. Any calling numbers not on that list will be routed announcements and rejected. The calling party not on the acceptance list will receive an announcement stating that the call is not presently being accepted by the called party. Subscribers can review and change the list of accepted DNs as desired.

8. Selective Call Forwarding – This feature will allow the subscriber to have certain terminating call forwarded to a designated remote station. The activity will occur whenever a call is received from a telephone number which has been indicated on a list of numbers, referred to as the Selective Call Forwarding Screening List. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the list will be given standard termination treatment. Subscribers can review and change the list of accepted DNs as desired.

9. Selective Call Rejection – This feature will allow the subscriber to define a list of calling Directory Numbers to be screened. Any calling numbers on this list will be routed to announcements and rejected. All other calls will be treated normally. The calling party on the rejection list will receive an announcement stating the call is not presently being accepted by the called party.

10. Anonymous Call Rejection

This feature will allow the subscriber to reject calling numbers which block or otherwise suppress identifying the number of the calling party. The calling party will be routed to an announcement which notifies the caller that the called party does not accept anonymous calls.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Services (CLASS) (Continued)

13.8.2 Provision of Service

- A. CLASS features are subject to available facilities and are limited to central offices specifically equipped to provide CLASS. CLASS features are applicable only to calls placed to/from compatible central offices within the same local calling area offering the service.
- B. Operator-assisted calls are designed to override these feature calls in the event of an emergency.
- C. Public Telephone Access Service will not be enabled with CLASS features. However, Public Telephone Access Service will be interactive with the CLASS system.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Services (CLASS) (Continued)

13.8.3 Rates and Charges

A service order records charge is applicable to establishing these services subsequent to initial telephone installation. During certain promotion periods, the Company may elect to waive the installation charges associated with adding CLASS services.

A. Residence – Individual Features

	<u>Maximum Monthly Rate</u>
1. Automatic Callback	\$ 5.50
2. Automatic Recall	\$ 5.50
3. Custom Ringing – Call Waiting	\$ 4.00
4. Calling Number Delivery	\$ 7.00
5. Calling Number Delivery Blocking Per Line	\$ 2.50
6. Calling Number Delivery Blocking Per Call	NC
7. Customer Originated Trace	\$ 5.50
8. Selective Call Acceptance	\$ 4.00
9. Selective Call Forwarding	\$ 5.50
10. Selective Call Rejection	\$ 4.00
11. Anonymous Call Rejection	\$ 6.00
12. Calling Name and Number Delivery	\$ 8.00

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.3 Rates and Charges (Continued)

B. Business – Individual Features

	<u>Maximum Monthly Rate</u>
1. Automatic Call Back	\$ 6.50
2. Automatic Recall	\$ 6.50
3. Custom Ringing – Call Waiting	\$ 4.25
4. Calling Number Delivery	\$ 8.00
5. Calling Number Delivery Blocking Per Line	\$ 2.50
6. Calling Number Delivery Blocking Per Call	NC
7. Customer Originated Trace	\$ 6.50
8. Selective Call Acceptance	\$ 4.25
9. Selective Call Forwarding	\$ 6.50
10. Selective Call Rejection	\$ 4.25
11. Anonymous Call Rejection	\$ 4.25
12. Calling Name and Number Delivery	\$ 9.25

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.4 Multi-Feature Discounts

A. General

1. The Multi-Feature Discount is a packaging option which offers both residence and business customers reduced monthly rates on Custom Local Area Signaling Service (CLASS) feature packages with a minimum purchase of two features.
2. Discounts are on a per line basis. In order to be included in the determination of appropriate discounts, all features must be provisioned to a single customer at a single location, on a single telephone number.
3. The discounts listed below will be applied to feature packages which include any combination of the following services:
 - a. Automatic Busy Redial
 - b. Automatic Call Return
 - c. Selective Ringing/Call Waiting
 - d. Selective Call Acceptance
 - e. Selective Call Forwarding
 - f. Selective Call Block
 - g. Anonymous Call Rejection
 - h. Calling Number Delivery
 - i. Calling Name and Number Delivery

B. Monthly Discounts

Maximum
Per Line
Discount Percentage

1. Number of Features
 - a. 2 to 3 features 15 %
 - b. 4 to 5 features 25 %
 - c. 6 or more features 35 %
2. Discount Combinations

Custom Calling Service Features and CLASS Features can be combined to create a feature package to receive discounts as outlined in 1 above.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.9 Meet-Me-Conference Service

13.9.1 General

- A. Meet-Me-Conference Service is a feature that allows conferees to hold a multiple-party conference by dialing a directory number at a specified time.
- B. A station user originating a Meet-Me-Conference would request the service by the Company either monthly or on a per day basis. The station user would then announce the directory number given by the Company to all potential conferees before the specified time and date of the conference. Confirmation tones are heard by the parties in conference whenever a new conferee is added or an existing party drops out.
- C. Meet-Me-Conference Service is provided from central offices where facilities permit.

13.9.2 Rates and Charges

- A. The following rates and charges are for Meet-Me-Conference Service only and are in addition to the applicable monthly rates and nonrecurring charges for exchange access lines and other services and equipment in which they are associated.

		<u>Maximum Daily Rate</u>	<u>Maximum Monthly Rate</u>	<u>Maximum Installation</u>
1.	6 – Party	\$ 20.00	\$ 65.00	\$ 30.00
2.	12 – Party	\$ 30.00	\$ 95.00	\$ 30.00
3.	20 – Party	\$ 40.00	\$ 125.00	\$ 30.00
4.	30 – Party	\$ 50.00	\$ 155.00	\$ 30.00

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.10 Billed Number Screening (BNS) Service

13.10.1 General

- A. Billed Number Screening (BNS) is a service offering providing for the automatic blocking of incoming third number billing, collect billing, or both. The BNS feature is established for a particular billing number via service order.
- B. BNS is available for residential and business customers on one or more lines, whether or not the lines are billed together or separately.

13.10.2 Rates and Charges

- A. The following monthly rates are applicable for Billed Number Screening (BNS) and apply per line:

		<u>Maximum Monthly Rate</u>	<u>Maximum Nonrecurring Charge</u>
1.	Option A – No Collect or Third Number Billing	\$ 1.20	See Section 4
2.	Option B – No Third Number Billing	\$ 1.20	See Section 4
3.	Option C – No Collect Billing	\$ 1.20	See Section 4

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.11 Remote Call Forwarding

13.11.1 Description of the Service

- A. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the origination station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station).

13.11.2 Limitations

- A. Remote Call Forwarding service is offered subject to availability of suitable facilities.
- B. RCF service is not offered where the terminating number is a coin telephone.
- C. The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
- D. Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs.

Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of a RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded-to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.11 Remote Call Forwarding (Continued)

13.11.2 Limitations (Continued)

- E. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
- F. Remote Call Forwarding is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If, in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.
- G. When the Call Forwarding number is to be located in a multi-office exchange, the Company will determine the serving central office.
- H. Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area. If the forwarding location is outside of the toll-free calling area, the customer is responsible for all toll charges.
- I. Where a business directory listing is provided for the RCF number, calls will not be forwarded to a Company-provided telephone service for which residential rates apply.
- J. Where calls are to be forwarded to telephone service other than that of the RCF customer, it shall be the responsibility of the RCF customer to obtain permission for such forwarding from the customer to the other service and to determine a mutually acceptable number of access paths. Where the other customer contests such forwarding or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other customer's complaint. The RCF customer shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.11 Remote Call Forwarding (Continued)

13.11.3 Directory Listings

One listing in the Alphabetical Section of the Directory covering the exchange in which the call forwarding Central Office is located is provided without additional charge.

13.11.4 Minimum Contract Period

The minimum contract period for this service is one month.

13.11.5 Charges

A. The following charges are for the Remote Call Forwarding Feature and additional access paths only and are in addition to applicable charges for service and equipment with which it is used. Residence and business exchange line rates do not apply at the call forwarding location.

		Maximum <u>Monthly Rate</u>
1.	Remote Call Forwarding	
	(a) Per service arranged	\$ 22.00

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.11 Remote Call Forwarding (Continued)

13.11.6 Messages Charges

- A. The message charges applicable to remotely forwarded calls shall be comprised of two separated charges; (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:

1. Between the originating station and call forwarding location.

The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.

2. Between the call forwarding location and the terminating station.

The Remote Call Forwarding customer is responsible for the applicable usage charges as specified in Section 3 of this Tariff or for the applicable customer-dialed station-to-station charges specified in this or any other applicable Tariff. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

13.11.7 Service Charges

- A. Service Charges as shown in Section 4 of this Tariff shall apply.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.12 711 Dialing Code for Telephone Relay Service (TRS)

13.12.1 General

- A. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 dialing code is assigned for nationwide access to TRS entities, to be implemented not later than October 1, 2001.
- B. 711 is available from West Carolina Communications, LLC in West Carolina Communications, LLC Territory only.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- E. Limitations and use of service as stated in Section 2 of this Tariff apply.
- F. Directory Listings may be provided for 711 at rates and regulations as specified in Section 6 of this Tariff.
- G. Access to 711 is not available to the following classes of service:
 - Hotel/Motel/Hospital Service (toll call only)
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular – Type 2A

In addition, operator assisted calls to the 711 will not be completed.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.1 General (Continued)

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

13.12.2 Service Requirements and Conditions

- A. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code.
- B. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after April 30, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.2 Service Requirements and Conditions (Continued)

- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- G. TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- H. 711 Dialing Code will be provided under the following conditions.
 - 1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
 - 2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
 - 3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.2 Service Requirements and Conditions (Continued)

4. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.2 Service Requirements and Conditions (Continued)

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
 - 1. The TRS entity will provide announcements. The company will provide only the delivery of the call.
 - 2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - 3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - 4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN)

(N)

13.13.1 Advanced Digital Services - Primary Rate ISDN

A. General

1. Advanced Digital Services - Primary Rate ISDN is a local offering supported by the Integrated Services Digital Network (ISDN) architecture. Hereafter, Advanced Digital Services - Primary Rate ISDN will be referred to as Primary Rate ISDN.
2. Primary Rate ISDN provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for Primary Rate ISDN is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first Primary Rate ISDN arrangement and up to 24 channels on additional Primary Rate ISDN arrangements. A digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward, and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on Primary Rate ISDN are available in this Tariff. One Directory Listing will be furnished at no charge for each Primary Rate ISDN B-Channel. Additional listings can be obtained as specified in Section 6.5 of this tariff.
3. Primary Rate ISDN provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.
4. Primary Rate ISDN is provided where appropriate ISDN capable facilities are available as determined by the Company. Special Construction charges may apply as specified in Section 5 of this Tariff.
5. Primary Rate ISDN Access Lines furnished between a serving wire center and a customer's premises will be offered at a non-distance sensitive rate per Primary Rate ISDN Access Line.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

(N)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

A. General (Cont'd)

6. The required components for Primary Rate ISDN are as follows:

Primary Rate ISDN Access Line where applicable
Interoffice Channels where applicable
Primary Rate ISDN Interface
Primary Rate ISDN B-Channels
Primary Rate ISDN D-Channels
Telephone Numbers
Call Types
Special Calling Features

7. Primary Rate ISDN B-Channel rates for the Voice/Data (Standard) option are listed in Section 13.13.1.C. Exchange access is included as a part of the B channel rate on a flat rate basis only.

8. Primary Rate ISDN B-Channel rates for the Digital Data Only option are listed in Section 13.13.1.C. Exchange access is included as a part of the B-Channel rate on a flat rate basis only.

9. Primary Rate ISDN B-Channel rates for the Inward Data option are listed in Section 13.13.1.C. Exchange access is included as a part of the B-Channel rate on a flat rate basis only.

10. The Primary Rate ISDN Inward Data option is characterized by the following:

- a. It is arranged for inward service only. Originating Calls will be denied.
- b. It is arranged to terminate analog and digital data calls only.
- c. The number of telephone numbers associated with a Primary Rate ISDN Inward Data Option arrangement must be equal to, or less than, the number of Primary Rate ISDN Inward Data Interfaces comprising the arrangement unless the customer subscribes to additional numbers as stated in Section 13.13.1.C.
- d. Calling Number Delivery, Called Number Delivery, and Hunting are functionally inherent to the service.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

(N)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

A. General (Cont'd)

11. Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.
12. Digital Data Transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to Non-ISDN equipped central offices may be subject to analog transmission or sub-rated to 56 Kbps.

B. Regulations

1. Primary Rate ISDN is available on a month-to-month basis.
2. Nonrecurring charges associated with the Primary Rate ISDN Access Line are in addition to charges specified in Section 4.
3. The minimum subscription period for which month-to-month Primary Rate ISDN is furnished and for which charges are applicable is one month.
4. Unless otherwise specified, the regulations for Primary Rate ISDN stated herein apply in addition to the regulations set forth in Section 2 of this Tariff.
5. Customer Premises Equipment (CPE) that is compatible with the Primary Rate ISDN interface is the responsibility of the customer.
6. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the Customer.
7. Suspension of service is not allowed.
8. Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restrictions rates, Selective Class of Call Screening, and Foreign Exchange Rates do not apply.
9. Verification and Emergency Interrupt service is not available.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

B. Regulations (Cont'd)

10. Calling telephone numbers transmitted via the Primary Rate ISDN are intended solely for the use of the Primary Rate ISDN subscriber. Resale of this information is prohibited by this Tariff except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.
11. Non-facility Associated Signaling (NFAS) provides the capability to control multiple DS1s with a single D-Channel. This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation and where switch capacity exists. When NFAS is selected, the customer will order one Primary Rate ISDN arrangement with one D-Channel and up to 23 B-Channels. Additional Primary Rate ISDN arrangements are ordered with up to 24 B-Channels at rates and charges provided in Section 13.13.1.C. The D-Channel activated on the initial arrangement serves the additional Primary Rate ISDN arrangements. If the customer desires, he may also request a back-up D-Channel with the NFAS option. The Voice-Data (Standard) Primary Rate ISDN and Digital Data Only option Primary Rate ISDN arrangements may not be mixed in the same NFAS group.
12. The Primary Rate ISDN - Digital Data Only option provides for the transmission of data mode calls only. The Primary Rate ISDN - Digital Data Only arrangement will be provisioned with the customer's requested number of Digital Data Only B-channels with no B-channels capable of transmitting voice mode calls in the same arrangement.
13. The Primary Rate ISDN Inward Data option provides for the transmission of inward analog and digital data calls only.
14. No usage charges apply for Primary Rate ISDN calls within the local calling area.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

B. Regulations (Cont'd)

15. Primary Rate ISDN Digital Data Only Signaling Groups may be configured in one of the following four standard arrangements of call types:
 - a. Inward Calls: The number of Inward Calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
 - b. Outward Calls: The number of Outward Calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
 - c. Inward Calls and Outward Calls: The maximum number of simultaneous calls for each call type is determined by the customer. For each call type, the maximum number of simultaneous calls must be less than or equal to the number of activated B-channels in the Signaling Group.
 - d. Two-Way Calls: The number of Two-Way calls accommodated by the Signaling Group will be equal to the number of activated B-channels.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

(N)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

C. Rates

1. Primary Rate ISDN Access Line is furnished between a serving wire center and the customer premise. The Primary Rate ISDN Access Line includes up to 1 D channel and 0 B-channels.

	<u>Maximum Rates</u>	
	<u>Service Establishment</u>	<u>Monthly Rate</u>
Primary Rate ISDN Access Line	\$2,000.00	\$500.00

2. Primary Rate ISDN will be available in combination of B-channels and Interfaces. The customer will choose the most appropriate combinations and will be billed for the services accordingly.

	<u>Maximum Rates</u>	
	<u>Service Establishment</u>	<u>Monthly Rate</u>
a. Primary Rate ISDN Interface		
(1) Voice/Data (standard)	\$2,000.00	\$1,500.00
(2) Digital Data only	\$2,000.00	\$1,500.00
(3) Inward Data only	\$2,000.00	\$1,500.00
b. Primary Rate ISDN B-channels		
(1) Voice/Data (standard)	\$ 300.00	\$ 500.00
(2) Digital Data only	\$ 300.00	\$ 500.00
(3) Inward Data only	\$ 300.00	\$ 500.00
c. Primary Rate ISDN D-channel	No Charge	No Charge
d. Telephone Number Availability	See Section 13.6	
e. Calling Name and Number Delivery Per PRI Interface	\$1,000.00	\$ 500.00

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service

(N)

13.14.1 General

- A. 811 Dialing Service ("811") is a three digit local dialing arrangement, available in specified areas, with West Carolina Communications, LLC for delivery of general information via voice grade facilities, the Utility Protection Center, Call-Before-You-Dig program. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is assigned for access to one call centers. In addition, the 811 subscriber must comply with any orders and rules pertaining to 811, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 811 is available in West Carolina Communications, LLC Local Calling Area only. To provide access to an 811 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 811 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 811 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 811 number.
- E. 811 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 2 of this Tariff apply.
- G. Directory Listings may be provided for 811 at rates and regulations as specified in Section 6 of this Tariff.
- H. Access to 811 is not available to the following classes of service:
 - Payphone Service Provider Telephones (PSPs)
 - Hotel/Motel/Hospital Service
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Wireless

Operator assisted calls to the 811 subscriber will not be completed.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

(N)

13.14.1 General (Cont'd)

- I. The 811 subscriber is restricted from selling or transferring the 811 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of an 811 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 811 subscriber. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If an 811 subscriber becomes an affiliate of or is acquired by another 811 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 811 number within 6 months of the merger or acquisition.
- K. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 13.16 preceding.
- L. Calls to a disconnected 811 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

13.14.2 Service Requirements and Conditions

- A. All requests for 811 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 811 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 811 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

(N)

13.14.2 Service Requirements and Conditions (Cont'd)

- C. The 811 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 811 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 05-59 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 811 codes. If a recall is effected, the Company will work with all 811 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 811 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 811 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 3 and 4, of this Tariff will apply.
- E. The 811 Dialing Service is provided where facilities permit.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

F. 811 will be provided under the following conditions.

1. For network sizing and protection, the 811 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 811.
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 811 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 811 Dialing Service.
3. The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
4. The 811 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
5. Suspension of 811 Dialing Service as covered in Section 2 of this Tariff is not applicable for this service.
6. The 811 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. If requested by the Company, the 811 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 811 service.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 811 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- G. If a pre-recorded announcement is provided by the 811 subscriber, the following conditions apply.
 1. The 811 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 811 subscriber from sponsoring the same or similar announcement or recorded program service.
 2. The provision of access to the 811 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
 3. The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 4. The 811 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 811 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- I. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.14 811 Dialing Service (Cont'd)

13.14.3 Rates and Charges

A. Application of Rates

1. A one-time Service Establishment charge shall apply per customer. (C)
2. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area. (C)
5. A charge will apply to changes to the point-to number at the subscriber's request, per 811 Dialing Service, per central office switch within the basic Local Calling Area.

B. Maximum Charges applicable to the 811 Dialing Service Subscriber:

- | | | | |
|----|---|----------|-----|
| 1. | Service Establishment Charge | | (N) |
| | Per Customer | \$390.00 | (N) |
| 2. | Central Office Activation | | (T) |
| | Per Central Office | \$150.00 | |
| 3. | Change of Point-to Number by Subscriber | | (T) |
| | Per Central Office | \$ 13.50 | |

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE

13.15.1 General

- A. The 211 dialing code (hereinafter referred to as “211”) is a three-digit dialing arrangement designed specifically for the delivery of general information via voice grade facilities, for community information and referral services. Pursuant to order 00-256, issued by the Federal Communications Commission (the FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any order and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. The 211 dialing code is available from the company in the company’s exchange area only. To provide access to a 211 dialing code to end users in another telephone company territory or to another telephone provider end users within the local calling area, the 211 subscriber must make appropriate arrangements with the telephone provider or other provider serving the territory. The 211 subscriber should work separately with competing local providers to determine that its end users will be able to reach community information and referral services provided by dialing 211.
- C. This service is subject to the availability of the 211 dialing code and the technical capability of the serving central office.
- D. The 211 dialing code can be delivered via regular exchange access lines.
- E. Limitations and use of service are stated in section 2 of this tariff.
- F. The local calling area of the 211 subscriber will be the Local Calling Area as defined by the company at the time the 211 code is ordered, as facilities permit. If the calling areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 service first in time will be entitled to retain the 211 number in the merged calling areas.
- G. Directory listings may be provided for 211 at rates and regulations as specified in Section 6 this tariff.
- H. The 211 subscriber is restricted from selling or transferring the 211 dialing code to an unaffiliated entity, either directly or indirectly.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

(N)

13.15.1 General (Cont'd)

- I. A "211 subscriber" is defined as any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract, or otherwise.
- J. Operator assisted calls to the 211 code will not be completed.
- K. Access to the 211 dialing code is not available to the following classes of service:
 - 1+
 - 0+,0- (credit card, third-party billing, collect calls)
 - 101XXXX
 - Inmate service
 - Cellular
 - Hotel/motel/hospital service (toll call only)

13.15.2 Conditions for Utilization

- A. Requests for utilization of the 211 dialing code must be submitted in writing to the South Carolina Budget Control Board, consistent with applicable state law for the assignment of the 211 code.
- B. Within 30 days of the number assignment, the 211 subscriber must initiate the request for service. The company will provision the subscriber's order within a reasonable time, dependent upon the given complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the company.
- C. If, during or at the end of the provisioning period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- D. The 211 subscriber, prior to provisioning of the service, shall sign a acknowledgement of possible recall of the 211 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the company or regulating entity. The 211 subscriber shall abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 211 dialing code. If a recall is effected, the company will work with the 211 subscriber affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The 211 subscriber will be required to migrate to any access arrangement within the 6-month notice period. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- E. Only one 7 or 10-digit toll-free number or one 10-digit local toll-free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same one 7 or 10-digit local number or one 10-digit local toll-free number. Appropriate rates from Sections 3 and 4, and other applicable sections of this tariff will apply to this method of provisioning this service.
- F. The 211 dialing code is provided where facilities permit its utilization.
- G. The 211 subscriber shall work separately with any cellular or other wireless providers to determine whether their end user customers will be able to reach community information and referral services provided by dialing 211.
- H. The 211 subscriber shall work separately with any competitive service provider or other providers of telecommunications services to determine whether their end user customers will be able to reach telephone relay services by dialing 211.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- I. The 211 dialing code will be provided under the following conditions:
1. For network sizing and protection, the 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 dialing code.
 2. The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the company, to adequately handle calls to 211 without impairing the company's general telephone service or telephone plant.
 3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 211 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 4. The 211 subscriber is responsible for, and shall indemnify, protect, defend, and save harmless the company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees, incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable or slander. Unless otherwise provided for in this tariff, the company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber or immediately upon oral notice to the 211 subscriber if any part of the system threatens or diminishes the full utilization of the telecommunication provider's network.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

(N)

13.15.2 Conditions for Utilization (Cont'd)

Disconnection may be suspended at the discretion of the company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs or if the service affecting condition is resolved before disconnection occurs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the company.

5. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the company, the 211 subscriber shall assist the company in responding to complaints made to the company concerning the 211 dialing code.
6. A written notice will be sent to any 211 subscriber following oral notification when the 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company. If after notification, the 211 subscriber makes no modification in the method of operation or in the service arrangements that are deemed service affecting by the company, or if the 211 subscriber is unwilling to accept the modifications, or if the 211 subscriber continues to cause service impairment, the company reserves the right, at any time, without further notice, to institute protective measures, up to and including the termination of the service. In any emergency situation as defined by the company, the company reserves the right, at any time, without notice, to institute protective measures up to and including the termination of the 211 service.
7. Suspension of the 211 dialing service as covered in section 2 of this tariff is not applicable for this service.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- J. If a pre-recorded announcement is provided by the 211 subscriber, the following conditions apply:
1. The 211 subscriber will provide announcements. The company will provide only for the delivery of the call.
 2. The provision of access to the 211 network by the company for the transmission of the announcement is subject to the availability of such facilities and the requirements of the local exchange network.
 3. The 211 subscriber assumes all financial responsibility for all costs involved in providing the announcements including, but not limited to, the recorder/announcement equipment located on the 211 subscriber's premises.
 4. The 211 subscriber assumes, according to other specific rates and charges, all financial responsibility for all facilities required, to connect the recorder/announcement equipment located on the 211 subscriber's premises.
- K. The company may take all legal and practical steps to disassociate itself from the 211 subscriber providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the company's discretion generates unacceptable levels of complaints by end users.
- L. In no event shall the company be liable for either any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this tariff. The company shall not be responsible for calls that can not be completed as a result of repair or maintenance difficulties and equipment or on equipment owned or leased by the 211 subscriber.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

(N)

13.15.3 Third Party Involvement

- A. In those instances where a competitive service provider or other type of provider provides the 211 dialing code to its end user within the local calling area of the company, terms and conditions for the utilization of the 211 dialing code will be provided for in the appropriate interconnection agreement between the company and alternative provider.
- B. For purposes of providing an alternative end user access to the 211 subscriber within the local calling area, appropriate arrangements must be made by the alternative provider with the 211 subscriber serving the local calling area of the company.
- C. An alternative provider may negotiate for the provision of the appropriate directory listing as defined in the appropriate interconnection agreement between the company and the alternative provider.

13.15.4 Rates and Charges

- A. Application of Rates
 - 1. A service establishment charge shall apply per basic local calling area.
 - 2. Normal tariffed charges for the local access service arrangements for 211 service for transporting and terminating messages at the 211 subscriber's designated premises.
 - 3. Applicable service implementation charges as specified in section 4 of this tariff will apply, in addition to the above rates.
 - 4. A central office activation charge will apply per central office translated to the lead number.
 - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 211 dialing service, per central office switch within the basic calling area.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.15 211 DIALING SERVICE (Cont'd)

13.15.4 Rates and Charges (Cont'd)

B. Charges applicable to the 211 Dialing Service Subscriber:

1.	Service establishment charge	Nonrecurring <u>Charge</u>
	Per customer	\$390.00
2.	Central office activation	
	Per central office	\$150.00
3.	Change point-to-point number by subscriber request	
	Per central office	\$ 13.50

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE

(N)

13.16.1 General

- A. 511 Dialing Service ("511") is a three digit local dialing arrangement, available in specified areas, with West Carolina Communications, LLC for delivery of general information via voice grade facilities, the South Carolina Department of Transportation Travel Information Services program. Pursuant to Order FCC 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to federal, state and local transportation agencies. In addition, the 511 subscriber must comply with any orders and rules pertaining to 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 511 is available in West Carolina Communications, LLC Local Calling Area only. To provide access to a 511 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 511 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 511 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 511 number.
- E. 511 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 2 of this Tariff apply.
- G. Directory Listings may be provided for 511 at rates and regulations as specified in Section 6 of this Tariff.
- H. Access to 511 is not available to the following classes of service:
 - Payphone Service Provider Telephones (PSPs)
 - Hotel/Motel/Hospital Service
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Wireless

Operator assisted calls to the 511 subscriber will not be completed.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

(N)

13.16.1 General (Cont'd)

- I. The 511 subscriber is restricted from selling or transferring the 511 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of a 511 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 511 subscriber. The term "control" (including the terms "controlling", "controlled by: and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 511 subscriber becomes an affiliate of or is acquired by another 511 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 511 number within 6 months of the merger or acquisition.
- K. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the 511 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 13.8 preceding.
- L. Calls to a disconnected 511 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

13.16.2 Service Requirements and Conditions

- A. All requests for 511 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 511 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

(N)

13.16.2 Service Requirements and Conditions (Cont'd)

- C. The 511 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 511 codes. If a recall is effected, the Company will work with all 511 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 511 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 511 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 3 and 4, of this Tariff will apply.
- E. The 511 Dialing Service is provided where facilities permit.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

(N)

13.16.2 Service Requirements and Conditions (Cont'd)

F. 511 will be provided under the following conditions.

1. For network sizing and protection, the 511 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 511.
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 511 Dialing Service.
3. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
4. The 511 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
5. Suspension of 511 Dialing Service as covered in Section 2 of this Tariff is not applicable for this service.
6. The 511 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

(N)

13.16.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 511 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

G. If a pre-recorded announcement is provided by the 511 subscriber, the following conditions apply.

1. The 511 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 511 subscriber from sponsoring the same or similar announcement or recorded program service.
2. The provision of access to the 511 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
3. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
4. The 511 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

13.16.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- I. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

(N)

(N)

SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

13.16 511 DIALING SERVICE (Cont'd)

(N)

13.16.3 Rates and Charges

A. Application of Rates

1. A one-time Service Establishment charge shall apply per customer.
2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 Dialing Service, per central office switch within the basic Local Calling Area.

B. Maximum charges applicable to the 511 Dialing Service Subscriber:

- | | | |
|----|--|-------------------------------|
| 1. | Service establishment charge | Nonrecurring
<u>Charge</u> |
| | Per customer | \$390.00 |
| 2. | Central office activation | |
| | Per central office | \$150.00 |
| 3. | Change point-to-point number by subscriber request | |
| | Per central office | \$ 13.50 |

(N)

SECTION 14. RESERVED FOR FUTURE USE

Issued: January 9, 2002

Effective: EFFDATE

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SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

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SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises

15.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the customer's premises to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in this Tariff.

15.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the customer's request, the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
- C. The Company may make changes in its telecommunications service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules and regulations. If such changes can be reasonably expected to render any customer's terminal equipment incompatible with telecommunications service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice at least 10 days in advance, in writing, to allow the customer an opportunity to maintain uninterrupted service.
- D. The Company shall not be responsible to the customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

15.1.4 Responsibility of the Customer

- A. Upon request of the Company, the customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with Part 68 of the FCC Rules and Regulations.
- B. The operating characteristics of customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.4 Responsibility of the Customer (Continued)

- D. Upon notice from the Company that the terminal equipment of the customer is causing or is likely to cause hazard or interference, the customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the customer. As soon as possible after such action is taken, the Company will inform the customer of the nature of the hazard and the type of remedial action taken. Failure of the customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.
- E. The customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

15.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve, because of hazard or inaccessibility, may be used or connected with facilities of the Company for telecommunications service through connecting equipment furnished by the Company.

15.1.6 Connections of Registered Equipment

- A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the FCC Rules and Regulations, and the provisions of this Tariff.

- 1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules and Regulations are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems (Continued)

2. The customer shall not connect registered equipment to a Company line if:
 - a. The total ringer equivalence of the equipment and of other equipment connected to the same line exceeds the allowable as determined by the Company; or
 - b. The ringer type is not a ringer type designated by the Company as suitable for that particular line.
3. Unless the FCC grants a specific waiver or exceptions are described herein, all connections of registered equipment to Company-provided services shall be made through FCC registered standard jacks. However, in the case of registered communications systems, standard jacks may be wired in a non-standard manner if wired in such a manner to prevent hazard, damage, malfunction or degradation of service.
4. The requirement for the use of standard jacks as described in the preceding paragraph is waived for registered equipment which is located in hazardous or inaccessible locations.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

B. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the Company point of demarcation located at the customer's premises and not within an equipment housing.

1. Fully-protected premises wiring is described as either:

- a. No greater than twenty-five feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used;
- b. A cord which complies with Section 15.1.6.B.1.a. preceding, and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure;
- c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the FCC Rules and Regulations; or
- d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

B. Premises Wiring Associated With Registered Communications Systems (Continued)

2. Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
3. Unprotected premises wiring is all other premises wiring.
 - a. Customers, who intend to connect premises wiring other than fully-protected premises wiring to the telephone network, shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules and Regulations, or as otherwise authorized by the FCC.
4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely;
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.
5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules and Regulations.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules and Regulations permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 of the FCC Rules and Regulations or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68 of the FCC Rules and Regulations.

15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems

A. Direct Connections

Grandfathered terminal equipment and communications systems, including protective circuitry, may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following conditions:

1. The customer shall notify the Company when such grandfathered terminal equipment or communications systems are to be connected and shall notify the Company when such grandfathered terminal equipment or communications systems are to be permanently disconnected. Such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment.
2. All such connections are made through FCC registered standard jacks.
3. All such connections shall comply with the minimum protection criteria provided for herein.
4. Premises wiring shall conform to Part 68 of the FCC Rules and Regulations.
5. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communication Systems (Continued)

A. Direct Connections (Continued)

6. Additions to grandfathered communications systems may be made without registration of any additional equipment involved if:

- a. equipment to be added is being reconnected, in accordance with Company Tariffs i.e., was previously directly connected prior to January 1, 1980; and
- b. such additions comply with the provisions of Sections 15.1.7.A.1. through A.5, preceding.

7. Additions of registered equipment to grandfathered communications systems are subject to the provisions of Section 15.1.6, preceding.

B. Modifications to systems and installations involving unregistered equipment are permitted as indicated below:

1. The use of other than fully-protected premises wiring is considered a modification under Part 68 of the FCC Rules and Regulations. As an exception to the general requirement that no modification is permitted to unregistered equipment whose use is permitted under Part 68, certain modifications are authorized herein.
2. Other than fully-protected premises wiring may be used if it is qualified in accordance with the procedures and requirements as specified in Part 68 of the FCC Rules and Regulations.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.1 Connection on Customer Premises (Continued)

15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communication Systems (Continued)

B. Modifications to systems and installations involving unregistered equipment are permitted as indicated below: (Continued)

3. Existing separate, identifiable and discrete protective apparatus may be removed, or replaced with apparatus of lesser protective function, provided that any premises wiring to which the telephone network is thereby exposed conforms to FCC requirements. Minor modifications to existing unregistered equipment are authorized to facilitate installation of premises wiring, so long as they are performed under the responsible supervision and control of a person who complies with the FCC requirements.

15.1.8 Connections of Equipment Not Subject to Part 68 of the FCC Rules and Regulations

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the Tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.2 Recording of Two-Way Telephone Conversations

15.2.1 General

- A. Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
 - 1. A distinctive recorder tone that is repeated at intervals of approximately 15 seconds is required when recording equipment is in use and is connected with services of the Company; or
 - 2. All parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
 - 1. The licensee informs each party to the call of its intent to broadcast the conversation;
 - 2. Each party to the call is aware of the licensee's intent to broadcast the call; or
 - 3. Such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

15.2 Recording of Two-Way Telephone Conversations (Continued)

15.2.1 General (Continued)

- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning the President, Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

15.3 Service Charges

15.3.1 Maintenance Service Charge

If a Company employee makes a repair visit to the customer's premises where it is determined that the service difficulty results from the terminal equipment, inside wiring or a communications system, the customer shall be responsible for payment of a Maintenance Service Charge in Section 4 of this Tariff.

15.3.2 Failure of Acceptance Tests

If the premises wiring of communications systems fails acceptance tests monitored by, or participated in, by the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

15.3.3 Line Conditioning or Treatment

Should a customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of customer premises equipment or transmission of data, the customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual case basis.

15.3.4 Damage to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the customer to facilities or equipment of the Company caused by the negligence or willful act of the customer, or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

PRICE LIST

SERVICES: RESIDENCE	MONTHLY RATE	NONRECURRING CHARGE	
Residential Exchange Access Line – One Party	\$18.00	See Service Charges	(I)
Church Line	\$18.00	See Service Charges	(I)
Call Forward Residence	\$2.00	See Service Charges	
Three Way Calling Residence	\$2.00	See Service Charges	
Call Waiting Residence	\$2.00	See Service Charges	
Speed Calling 30 Number Residence	\$2.00	See Service Charges	
Call Forward With Ring Count Residence	\$2.00	See Service Charges	
Call Forwarding Busy Residence	\$2.00	See Service Charges	
Call Forwarding Don't Answer Residence	\$2.00	See Service Charges	
Automatic Call Back Residence	\$2.00	See Service Charges	
Automatic Recall Residence	\$2.00	See Service Charges	
Customer Originated Trace Per Call Basis Residence	\$4.00	See Service Charges	
Caller ID Block Per Call Residence	\$2.00	See Service Charges	
Calling Number Delivery Residence	\$3.50	See Service Charges	
Calling Name and Number Delivery Residence	\$4.50	See Service Charges	
Call Waiting Deluxe Residence	\$1.50	See Service Charges	
Caller ID Blocking Per Line Residence	\$2.00	See Service Charges	
Custom Ringing Residence	\$2.00	See Service Charges	
Selective Call Acceptance Residence	\$2.00	See Service Charges	
Selective Call Rejection Residence	\$2.00	See Service Charges	
Selective Call Forward Residence	\$2.00	See Service Charges	
Anonymous Caller Rejection Residence	\$2.00	See Service Charges	
Personal Ring Residence	\$2.00	See Service Charges	
Help Line Residence	\$3.00	See Service Charges	
Direct Line Residence	\$3.00	See Service Charges	
711 Dialing Code Residence	\$0.00	See Service Charges	
811 Dialing Service			
Service Establishment Charge		\$390.00	
Central Office Activation, Per Central Office		\$150.00	
Change of Point-to Number, Per Central Office		\$ 13.50	
Extension Line Service	\$.70 per quarter mile	See Service Charges	
Directory Listings Residence			
Primary Service Listing	\$0.00	See Service Charges	
Additional Name Listings	\$0.70	See Service Charges	
Additional Line Matter	\$0.70	See Service Charges	
Foreign Directory Listing, per line	\$0.50 (Starr & Iva) \$0.70 (W. Abbeville)	See Service Charges	
Non-Published Service	\$1.00	See Service Charges	
Non-Listed Service	\$0.50	See Service Charges	
Mobile and Paging Service Listing	\$2.00	See Service Charges	
Foreign Exchange Service Residence	\$4.25 per mile	See Service Charges	

Issued: April 11, 2016

Effective: June 1, 2016

West Carolina Communications, LLC
Jeff Wilson, President
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PRICE LIST

SERVICES: BUSINESS	MONTHLY RATE	NONRECURRING CHARGE
Business Exchange Access Line – One Party	\$28.70	See Service Charges
Business Rotary Line Service	\$3.20	See Service Charges
Business Private Branch Exchange (PBX) Trunks	\$28.70	See Service Charges
Call Forward Business	\$2.00	See Service Charges
Three Way Calling Business	\$2.00	See Service Charges
Call Waiting Business	\$2.00	See Service Charges
Speed Calling 30 Business	\$2.00	See Service Charges
Call Forward With Ring Count Business	\$2.00	See Service Charges
Call Forwarding Busy Business	\$2.00	See Service Charges
Call Forwarding Don't Answer Business	\$2.00	See Service Charges
Automatic Call Back Business	\$2.00	See Service Charges
Automatic Recall Business	\$2.00	See Service Charges
Customer Originated Trace Per Call Basis Business	\$5.00	See Service Charges
Caller ID Block Per Call Business	\$2.00	See Service Charges
Calling Number Delivery Business	\$3.50	See Service Charges
Calling Name and Number Delivery Business	\$4.50	See Service Charges
Call Waiting Deluxe Business	\$1.50	See Service Charges
Caller ID Blocking Per Line Business	\$2.00	See Service Charges
Custom Ringing Business	\$2.00	See Service Charges
Selective Call Acceptance Business	\$2.00	See Service Charges
Selective Call Rejection Business	\$2.00	See Service Charges
Selective Call Forward Business	\$2.00	See Service Charges
Anonymous Caller Rejection Business	\$2.00	See Service Charges
DID Establish Trunk Group 20 numbers	\$4.00	\$150.00
DID Additional 20 numbers	\$4.00	\$15.00
DID Trunk Termination	\$40.00	\$50.00
Personal Ring Business	\$2.00	See Service Charges
Help Line Business	\$5.00	See Service Charges
Direct Line Business	\$5.00	See Service Charges
711 Dialing Code Business	\$0.00	See Service Charges
Extension Line Service	\$.70 per quarter mile	See Service Charges
Directory Listings Business		
Primary Service Listing	\$0.00	See Service Charges
Additional Name Listings	\$0.70	See Service Charges
Additional Line Matter	\$0.70	See Service Charges
Foreign Directory Listing, per line	\$0.50 (Starr & Iva) \$0.70 (W. Abbeville)	See Service Charges
Non-Published Service	\$1.00	See Service Charges
Non-Listed Service	\$0.50	See Service Charges
Mobile and Paging Service Listing	\$2.00	See Service Charges
Foreign Exchange Service Business	\$4.25 per mile	See Service Charges

Issued: January 9, 2002

Effective: EFFDATE

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PRICE LIST

SERVICES: BUSINESS	MONTHLY RATE	NONRECURRING CHARGE
Integrated Services Digital Network (ISDN) -		
Advanced Digital Services - Primary Rate ISDN		
Primary Rate ISDN Access Line	\$130.00	\$500.00
Primary Rate ISDN Interface		
Voice/Data (standard)	\$375.00	\$500.00
Digital Data only	\$375.00	\$500.00
Inward Data only	\$375.00	\$500.00
Primary Rate ISDN B-Channels		
Voice/Data (standard)	\$ 25.00	\$ 10.00
Digital Data only	\$ 24.00	\$ 10.00
Inward Data only	\$ 18.00	\$ 10.00
Primary Rate ISDN D-Channels	No Charge	No Charge
Telephone Number Availability	See Section 13.6	
Calling Name and Number Delivery		
Per PRI Interface	\$35.00	None
811 Dialing Service		
Service Establishment Charge		\$390.00
Central Office Activation, Per Central Office		\$150.00
Change of Point-to Number, Per Central Office		\$ 13.50
211 Dialing Service		
Service Establishment Charge		\$390.00
Central Office Activation, Per Central Office		\$150.00
Change of Point-to Number, Per Central Office		\$ 13.50
511 Dialing Service		
Service Establishment Charge		\$390.00
Central Office Activation, Per Central Office		\$150.00
Change of Point-to Number, Per Central Office		\$ 13.50

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Issued: January 29, 2008

Effective: February 28, 2008

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PRICE LIST

<u>SERVICE CHARGES RESIDENCE</u>	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>	
Membership Fee	-	\$0.00	
Initial Service Order Charge	-	\$0.00	
Subsequent Service Order Charge	-	\$0.00	
Central Office Work Charge	-	\$0.00	
Premise Visit Charge	-	\$7.00	
Telephone Number Change Charge	-	\$0.00	
Restoration Charge Per Number – Non Payment	-	\$20.00	(I)
Restoration Charge Per Number – Temp Suspension	-	\$7.00	
Record Type Orders Only	-	\$0.00	
<u>SERVICE CHARGES – BUSINESS</u>	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>	
Membership Fee	-	\$0.00	
Initial Service Order Charge	-	\$0.00	
Subsequent Service Order Charge	-	\$0.00	
Central Office Work Charge	-	\$0.00	
Premise Visit Charge	-	\$7.00	
Telephone Number Change Charge	-	\$0.00	
Restoration Charge Per Number – Non Payment	-	\$20.00	(I)
Restoration Charge Per Number – Temp Suspension	-	\$7.00	
Record Type Orders Only	-	\$0.00	

Issued: July 17, 2013

Effective: August 1, 2013

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